

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592614

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIREMON, LLC		08/18/2020	Limited Liability Company: MISSOURI
LUMETA CORPORATION		08/18/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank, as Administrative Agent
Street Address:	3003 Tasman Drive, HF 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3576080	
Registration Number:	2581657	FIREMON
Registration Number:	2895844	IPSONAR
Registration Number:	3634239	IPSONAR
Registration Number:	2844854	IPSONAR
Registration Number:	3590824	LUMETA
Registration Number:	2867654	LUMETA
Registration Number:	5640530	SPECTRE
Registration Number:	5903689	LUMETA SPECTRE
Serial Number:	88632028	CONTINUOUS ADAPTIVE ENFORCEMENT

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Vermont Ave NW, Suite 1130

OP \$265.00 3576080

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1255546 TM

NAME OF SUBMITTER: Sarah Mackin

SIGNATURE: /Sarah Mackin/

DATE SIGNED: 08/18/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of August 18, 2020, is made by and between **FIREMON, LLC**, a Missouri limited liability company ("Firemon"), and **LUMETA CORPORATION**, a Delaware corporation ("Lumeta Corporation" and together with Firemon, individually or collectively, as the context requires, jointly and severally, the "Grantor"), and **SILICON VALLEY BANK** (the "Assignee"), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among, among others, the Assignee, the Grantor, and certain other parties and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among, among others, the Grantor, the Assignee, certain other parties, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered or applied for Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof; provided however, no United States intent-to-use trademark or service mark application shall be deemed a "Trademark" to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under law.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's federally registered United States Trademark registrations and applications for the registration of United States federal Trademarks (excluding Internet domain names) as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that

any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, only to the extent that such modification constitutes an amendment of Schedule A hereto, i.e. to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Recordation

Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.

5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of an original, executed counterpart of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK

By: 

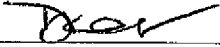
Name: Jordan Samilian

Title: Director


Signature Page to Trademark Security Agreement

GRANTOR:

FIREMON, LLC

By: 
Name: Donald Klumb
Title: Chief Financial Officer

LUMETA CORPORATION

By: 
Name: Donald Klumb
Title: Vice President and Treasurer

Schedule A

Registered Trademarks

<u>Loan Party</u>	<u>Jurisdiction*</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
FireMon, LLC	United States	3,576,080	February 17, 2009	July 21, 2008	FireMon, LLC	"FIREMON"
FireMon, LLC	United States	2,581,657	June 18, 2002	March 19, 2001	FireMon, LLC	"FIREMON"
FireMon, LLC	Int'l Registration - Madrid Protocol Only	1353736	17-May-2017		FireMon, LLC	"FIREMON"
FireMon, LLC	Switzerland	1353736	17-May-2017		FireMon, LLC	"FIREMON"
FireMon, LLC	European Union (Community)	1353736	17-May-2017		FireMon, LLC	"FIREMON"
FireMon, LLC	Israel	1353736	17-May-2017		FireMon, LLC	"FIREMON"
FireMon, LLC	Korea, Republic of	1353736	17-May-2017		FireMon, LLC	"FIREMON"
FireMon, LLC	Mexico	1353736	17-May-2017		FireMon, LLC	"FIREMON"
FireMon, LLC	Russian Federation	1353736	17-May-2017		FireMon, LLC	"FIREMON"
FireMon, LLC	Singapore	1353736	17-May-2017		FireMon, LLC	"FIREMON"
Lumeta Corporation	United States	2895844	October 19, 2004	October 28, 2003	Lumeta Corporation	IPSONAR
Lumeta Corporation	United States	3634239	June 9, 2009	August 7, 2008	Lumeta Corporation	IPSONAR
Lumeta Corporation	United States	2844854	May 25, 2004	April 23, 2003	Lumeta Corporation	IPSONAR
Lumeta Corporation	United States	3590824	March 17, 2009	July 8, 2008	Lumeta Corporation	LUMETA
Lumeta Corporation	United States	2867654	July 27, 2004	July 10, 2000	Lumeta Corporation	LUMETA
Lumeta Corporation	European Community	2240307	February 13, 2003		Lumeta Corporation	LUMETA
Lumeta Corporation	United States	5,640,530	January 1, 2019	October 26, 2017	Lumeta Corporation	SPECTRE
Lumeta Corporation	United States	5,903,689	November 5, 2019	June 14, 2017	Lumeta Corporation	LUMETA SPECTRE

Pending Trademark Applications

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
FireMon, LLC	United States	88/632028	9/26/19	FireMon, LLC	Continuous Adaptive Enforcement