

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ExtraHop Networks, Inc.		09/11/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Agent		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4490903	EXTRAHOP	
Registration Number:	3673794	EXTRAHOP	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	09/11/2020		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of September 11, 2020 by and between **SILICON VALLEY BANK**, a California corporation in its capacity as administrative agent and collateral agent for the Lenders (defined below) (in such capacity, “Agent”) and **EXTRAHOP NETWORKS, INC.**, a Delaware corporation (“Grantor”).

RECITALS

A. **SILICON VALLEY BANK** and **HERCULES CAPITAL, INC.**, a Maryland corporation (collectively, the “Lenders”) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Mezzanine Loan and Security Agreement by and among the Lenders, Agent, and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. 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 a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

520 Pike Street, Suite 1700
Seattle, WA 98101
Attn: William Ruckelshaus, Chief Financial Officer

EXTRAHOP NETWORKS, INC.

DocuSigned by:
By: William Ruckelshaus
--DAE7A1F6EE6F45F...
Name: William Ruckelshaus
Title: Chief Financial Officer

AGENT:

Address:

505 Howard St., Floor 3
San Francisco, CA 94105
Attn: Lane Bruno, Vice President

SILICON VALLEY BANK, as Agent

DocuSigned by:
By: Lane Bruno
--F85A54915C5A4C2...
Name: Lane Bruno
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007050 FRAME: 0020

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Personalization of alerts based on network monitoring	10038611	7/31/18
Classifying applications or activities based on network behavior	10063434	8/28/18
Privilege inference and monitoring based on network behavior	10116679	10/30/18
Healthcare operations with passive network monitoring	10204211	2/12/19
Detecting attacks using passive network monitoring	10243978	3/26/19
Real-time configuration discovery and management	10263863	4/16/19
Adaptive network monitoring with tuneable elastic granularity	10264003	4/16/19
Detection of denial of service attacks	10270794	4/23/19
Privilege inference and monitoring based on network behavior	10277618	4/30/19
Automated risk assessment based on machine generated investigation	10326676	06/18/19
Secure communication secret sharing	10326741	06/18/19
Network packet de-duplication	10341206	07/02/19
Classifying applications or activities based on network behavior	10382296	08/13/19
Anomaly detection using device relationship graphs	10382303	08/13/19
Ranking alerts based on network monitoring	10389574	08/20/19
Correlating causes and effects associated with network activity	10411978	09/10/19
Automated risk assessment based on machine generated investigation	10411982	09/10/19
Managing session secrets for continuous packet capture systems,	10476673	11/12/19
Real-time configuration discovery and management	10511499	12/17/19
Detection of denial of service attacks	10587638	03/10/20
Adoptive network monitoring with tuneable elastic granularity	10594709	03/17/20

Managing incident response operations based on monitored network activity	10594718	03/17/20
Network packet de-duplication	10616084	04/07/20
Personalization of alerts based on network monitoring	10728126	07/28/20
Capture and resumption of network application sessions	7979555	07/12/11
Adaptive network traffic classification using historical context	8125908	02/28/12
Detecting anomalous network application behavior	8185953	05/22/12
De-duplicating of packets in flows at layer 3	8619579	12/31/13
Automated passive discovery of applications	8626912	01/07/14
Resynchronization of passive monitoring of a flow based on hole detection	8848744	09/30/14
Trigger based recording of flows with play back	8867343	10/21/14
De-duplicating of packets in flows at layer 3	9003065	04/07/15
Automated passive discovery of applications	9054952	06/09/15
Trigger based recording of flows with play back	9191288	11/17/15
Resynchronization of passive monitoring of a flow based on hole detection	9210135	12/08/15
Heuristics for determining the layout of a procedurally generated user interface	9300554	03/29/16
Secure communication secret sharing	9338147	05/10/16
Dynamic snapshot value by turn for continuous packet capture	9584381	02/28/17
Heuristics for determining the layout of a procedurally generated user interface	9621443	04/11/17
Secure communication secret sharing	9621523	04/11/17
Flow deduplication across a cluster of network monitoring devices	9660879	05/23/17
Anomaly detection using device relationship graphs	9729416	08/08/17
Detecting attacks using passive network monitoring	9756061	09/05/17
Dynamic snapshot value by turn for continuous packet capture	9813311	11/07/17
Inline secret sharing	9967292	05/08/18
Detecting network flow states for network traffic analysis	15585887	05/03/17
Inline secret sharing	15971843	05/04/18
Ranking alerts based on network monitoring	16543243	08/16/19

Correlating causes and effects associated with network activity	16565109	09/09/19
Managing session secrets for continuous packet capture systems	16679055	11/08/19
Correlation network traffic that crosses opaque endpoint	16989025	08/10/20
Automatic determination of user roles and asset profiles based on network monitoring	16989343	08/10/20

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
EXTRAHOP	4490903	03/04/14
EXTRAHOP	3673794	08/25/09

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None