

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602010

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEFENSESTORM, INC.		10/07/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	40 King Street West, Suite 5702		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 3Y2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6094680	DEFENSESTORM	
Registration Number:	5235785	DEFENSESTORM	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	10/09/2020		
Total Attachments: 6			
source=CIBC_DefenseStorm_IPSA (10.2020)#page1.tif			
source=CIBC_DefenseStorm_IPSA (10.2020)#page2.tif			
source=CIBC_DefenseStorm_IPSA (10.2020)#page3.tif			
source=CIBC_DefenseStorm_IPSA (10.2020)#page4.tif			
source=CIBC_DefenseStorm_IPSA (10.2020)#page5.tif			

CH \$65.00 6094680

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of October 7, 2020, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and DEFENSESTORM, INC., a Delaware corporation.

RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement solely to include any Intellectual Property registrations or applications for registrations which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Bank shall use commercially reasonable efforts to give Grantor written notice of any such modifications pursuant to this Section 2, but any failure by Bank to provide such notice shall not be deemed to be a breach or default hereunder or give right to any liability to Bank.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

1720 Windward Concourse, Suite 275
Alpharetta, GA 30005
Attention: Grant Edwards

GRANTOR:

DEFENSESTORM, INC.

By: Stephen C. Soukup
Name: Stephen C. Soukup
Title: Chief Executive officer

Address of Bank:

CIBC Innovation Banking
40 King Street West, Suite 5702
Toronto, Ontario
M5H 3Y2
Attention: Imran Premji

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

1720 Windward Concourse, Suite 275
Alpharetta, GA 30005
Attention: Grant Edwards

GRANTOR:

DEFENSESTORM, INC.

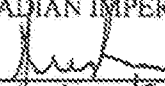
By: _____
Name: _____
Title: _____

Address of Bank:

CIBC Innovation Banking
40 King Street West, Suite 5702
Toronto, Ontario
M5H 3Y2
Attention: Imran Premji

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: 
Name: Mark Usher
Title: Authorized Signatory


By: 
Name: Paul R. Gibson
Title: Assistant General Manager

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

<u>DESCRIPTION</u>	<u>PATENT / APPLICATION NUMBER</u>	<u>ISSUE / APPLICATION DATE</u>
Enterprise policy tracking with security incident integration	No. 62/292,056	February 5, 2016
Enterprise policy tracking with security incident integration	No. PCT/US2017/016462, published as WO2017136695A1	October 8, 2017
Enterprise policy tracking with security incident integration	No. 16/075,563	February 3, 2017

EXHIBIT C

TRADEMARKS

DESCRIPTION	REGISTRATION / SERIAL NUMBER	REGISTRATION / APPLICATION DATE
U.S. Trademark Registration Mark for DefenseStorm as written and designed	No. 5,235,785	July 4, 2017
U.S. Trademark Registration Mark for DefenseStorm as written	No. 6,094,680	July 7, 2020