

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607079

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Veracode, Inc.		11/05/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5287401	VERACODE GREENLIGHT	
Registration Number:	3314622	VERACODE	
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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 Park Avenue		
Address Line 2:	c/o Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ Alana Gramer		
DATE SIGNED:	11/05/2020		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated November 5, 2020 is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Barclays Bank PLC, as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to that certain (i) Credit Agreement, dated as of November 5, 2020 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), among Valkyr Purchaser, LLC, a Delaware limited liability company (the “Borrower”), Veracode Intermediate, LLC, a Delaware limited liability company (“Holdings”), each lender and financial institution from time to time party thereto and Barclays Bank PLC, as Administrative Agent and Collateral Agent, and (ii) Security Agreement, dated as of November 5, 2020 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “Patents”);

b. all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction. SECTION 10.15 (GOVERNING LAW; JURISDICTION), SECTION 10.16 (SERVICE OF PROCESS) AND SECTION 10.17 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

VERACODE, INC.,
a Delaware corporation

By: Sanskriti King
Name: Sanskriti King
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007097 FRAME: 0025

BARCLAYS BANK PLC, as Collateral Agent

By: *Martin P Corrigan*
Name: Martin Corrigan
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007097 FRAME: 0026

SCHEDULE A

U.S. PATENT REGISTRATIONS AND APPLICATIONS

I. Patents

Registered Patents:

Title	Jurisdiction	Patent Number	Issue Date	Owner
Software vulnerability graph database	USA	10803061	13-Oct-2020	Veracode, Inc.
Assessment and analysis of software security flaws	USA	10776497	15-Sep-2020	Veracode, Inc.
Automated behavioral and static analysis using an instrumented sandbox and machine learning classification for mobile security	USA	10762206	01-Sep-2020	Veracode, Inc.
Self-scanning of deployed software applications	USA	10740464	11-Aug-2020	Veracode, Inc.
Automated detection of login sequence for web form-based authentication	USA	10587612	10-Mar-2020	Veracode, Inc.
Automated configuration of application firewalls	USA	10523701	31-Dec-2019	Veracode, Inc.
Assessment and analysis of software security flaws	USA	10275600	30-Apr-2019	Veracode, Inc.
Flaw attribution and correlation	USA	10275601	30-Apr-2019	Veracode, Inc.
Identifying components for static analysis of software applications	USA	10229273	12-Mar-2019	Veracode, Inc.
Systems and methods for analysis of cross-site scripting vulnerabilities	USA	10223533	05-Mar-2019	Veracode, Inc.
System and method for automated configuration of application firewalls	USA	10129284	13-Nov-2018	Veracode, Inc.
System and method for implementing application policies among development environments	USA	9934385	03-Apr-2018	Veracode, Inc.
Software analysis framework	USA	9916146	13-Mar-2018	Veracode, Inc.
System and method for automated remedying of security vulnerabilities	USA	9824223	21-Nov-2017	Veracode, Inc.
Systems and methods for automated detection of login sequence for web form-based authentication	USA	9807085	31-Oct-2017	Veracode, Inc.
Systems and methods for identifying insider threats in code	USA	9798884	24-Oct-2017	Veracode, Inc.
Automated behavioral and static analysis using an instrumented sandbox and machine learning classification for mobile security	USA	9672355	06-Jun-2017	Veracode, Inc.

Title	Jurisdiction	Patent Number	Issue Date	Owner
System and method for facilitating static analysis of software applications	USA	9645800	09-May-2017	Veracode, Inc.
System and method for enhancing static analysis of software applications	USA	9405906	02-Aug-2016	Veracode, Inc.
System and method for automated remedying of security vulnerabilities	USA	9317695	19-Apr-2016	Veracode, Inc.
Software analysis framework	USA	9286041	15-Mar-2016	Veracode, Inc.
Methods and systems for providing feedback and suggested programming methods	USA	9286063	15-Mar-2016	Veracode, Inc.
Systems and methods for remote analysis of software applications	USA	9207920	08-Dec-2015	Veracode, Inc.
System and method for implementing application policies among development environments	USA	9195833	24-Nov-2015	Veracode, Inc.
Assessment and analysis of software security flaws	USA	9069967	30-Jun-2015	Veracode, Inc.
Software analysis framework	USA	8789027	22-Jul-2014	Veracode, Inc.
Assessment and analysis of software security flaws in virtual machines	USA	8613080	17-Dec-2013	Veracode, Inc.
Assessment and analysis of software security flaws	USA	8499353	30-Jul-2013	Veracode, Inc.
Software analysis framework	USA	8365155	29-Jan-2013	Veracode, Inc.
Software analysis framework	USA	7752609	06-Jul-2010	Veracode, Inc.
Software analysis framework	USA	7051322	23-May-2006	Veracode, Inc.
A system and method for facilitating static analysis of software applications	EP Germany	3234851	14-Aug-2019	Veracode, Inc.
A system and method for facilitating static analysis of software applications	EP France	3234851	14-Aug-2019	Veracode, Inc.
A system and method for facilitating static analysis of software applications	EP United Kingdom	3234851	14-Aug-2019	Veracode, Inc.
A system and method for implementing application policies among development environments	EP Germany	3072079	30-Oct-2019	Veracode, Inc.
A system and method for implementing application policies among development environments	EP France	3072079	30-Oct-2019	Veracode, Inc.
A system and method for implementing application policies among development environments	EP United Kingdom	3072079	30-Oct-2019	Veracode, Inc.
A system and method for implementing application	EP Spain	3072079	30-Oct-2019	Veracode, Inc.

Title	Jurisdiction	Patent Number	Issue Date	Owner
policies among development environments				
A system and method for automated remediating of security vulnerabilities	EP Germany	3049988	03-Apr-2019	Veracode, Inc.
A system and method for automated remediating of security vulnerabilities	EP France	3049988	03-Apr-2019	Veracode, Inc.
A system and method for automated remediating of security vulnerabilities	EP United Kingdom	3049988	03-Apr-2019	Veracode, Inc.
Automated behavioural and static analysis using an instrumented sandbox and machine learning classification for mobile security	EP Germany	2610776	21-Aug-2019	Veracode, Inc.
Automated behavioural and static analysis using an instrumented sandbox and machine learning classification for mobile security	EP France	2610776	21-Aug-2019	Veracode, Inc.
Automated behavioural and static analysis using an instrumented sandbox and machine learning classification for mobile security	EP United Kingdom	2610776	21-Aug-2019	Veracode, Inc.
Assessment and analysis of software security flaws	EP Germany	2126772	16-May-2012	Veracode, Inc.
Assessment and analysis of software security flaws	EP France	2126772	16-May-2012	Veracode, Inc.
Assessment and analysis of software security flaws	EP United Kingdom	2126772	16-May-2012	Veracode, Inc.

Patent Applications:

Title	Jurisdiction	Application Number	Application Date	Owner
[Unpublished]	USA	16/988196	07-Aug-2020	Veracode, Inc.
Open source vulnerability prediction with machine learning ensemble	USA	16/105016	20-Aug-2018	Veracode, Inc.
Open-source software vulnerability analysis	USA	16/050050	31-Jul-2018	Veracode, Inc.
Aggregating asset vulnerabilities	USA	16/011606	18-Jun-2018	Veracode, Inc.
Open source vulnerability prediction with machine learning ensemble	WIPO	PCT/US19/47146	20-Aug-2019	Veracode, Inc.
Open-source software vulnerability analysis	WIPO	PCT/US19/44408	31-Jul-2019	Veracode, Inc.
Software vulnerability graph database	WIPO	PCT/US19/44428	31-Jul-2019	Veracode, Inc.

Title	Jurisdiction	Application Number	Application Date	Owner
Systems and methods for flaw attribution and correlation	Israel	263384	08-Jun-2017	Veracode, Inc.

SCHEDULE B

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

II. Trademarks

Registered Trademarks:

Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Owner
VERACODE GREENLIGHT	USA	87/068860	13-Jun-2016	5287401	12-Sep-2017	Veracode, Inc.
VERACODE	USA	78/892326	24-May-2006	3314622	16-Oct-2007	Veracode, Inc.
VERACODE GREENLIGHT	Canada	1813427	09-Dec-2016	TMA1065488	06-Dec-2019	Veracode, Inc.
VERACODE	Canada	1725933	29-Apr-2015	TMA947813	30-Aug-2016	Veracode, Inc.
VERACODE GREENLIGHT	European Union	16150112	09-Dec-2016	16150112	07-Apr-2017	Veracode, Inc.
VERACODE	European Union	5381231	12-Oct-2006	5381231	22-Aug-2007	Veracode, Inc.
VERACODE	China	5694989	01-Nov-2006	5694989	28-Jun-2010	Veracode, Inc.
VERACODE	India	1498399	23-Oct-2006	1498399	23-Oct-2006	Veracode, Inc.
VERACODE	Australia	1140150	11-Oct-2006	1140150	12-Feb-2007	Veracode, Inc.

Trademark Applications:

None.

SCHEDULE C

U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS

III. Copyrights

Registered Copyrights:

None.

Copyright Applications:

None.

Exclusive Copyright Licenses:

None.