

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BITSIGHT TECHNOLOGIES, INC.		11/18/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative and Collateral Agent		
Street Address:	3003 TASMAN DRIVE, HF 150		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5183025	BITSIGHT DISCOVER	
Registration Number:	4417557	BITSIGHT	
Registration Number:	5333893	BITSIGHT	
Registration Number:	5676857	THE STANDARD IN SECURITY RATINGS	
Serial Number:	86974790	BITSIM	
Serial Number:	87915186	BITSIGHT THE STANDARD IN SECURITY RATING	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1291438 TM B		
NAME OF SUBMITTER:	Alicia Vellante		
SIGNATURE:	/Alicia Vellante/		

OP \$165.00 5183025

DATE SIGNED:	11/19/2020
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of November 18, 2020, by and between SILICON VALLEY BANK, a California corporation, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, the “Agent”) and BITSIGHT TECHNOLOGIES, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Silicon Valley Bank and Hercules Capital, Inc., a Maryland corporation (individually and collectively, the “Lenders”) 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 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). The 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 its 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 Grantor’s the Obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s Obligations under the Loan Agreement, Grantor grants and pledges to Agent, for 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.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include (a) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law); or (b) any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

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 and Lenders 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.

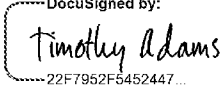
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the 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).

[Signature page follows.]

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:

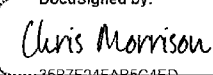
BITSIGHT TECHNOLOGIES, INC.

By: DocuSigned by:

22F7952F5452447...

Title: Timothy Adams, Treasurer

AGENT:

SILICON VALLEY BANK

By: DocuSigned by:

36B7F24FAB564ED...

Title: Chris Morrison, Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B**Patents**

Docket Number	Application Status	Application No.	Filing Date	Patent No.	Issue Date	Application Title
BST-002	Granted	15/377574	13-Dec-2016	9705932	11-Jul-2017	METHODS AND SYSTEMS FOR CREATING, DE-DUPLICATING, AND ACCESSING DATA USING AN OBJECT STORAGE SYSTEM
BST-003	Granted	14/021585	09-Sep-2013	9438615	06-Sep-2016	SECURITY RISK MANAGEMENT
BST-003C1	Granted	15/216955	22-Jul-2016	10326786	18-Jun-2019	METHODS FOR USING ORGANIZATIONAL BEHAVIOR FOR RISK RATINGS
BST-003C2	Granted	15/239063	17-Aug-2016	10341370	02-Jul-2019	SECURITY RISK MANAGEMENT
BST-003C3	Granted	16/405121	07-May-2019	10785245	22-Sep-2020	METHODS FOR USING ORGANIZATIONAL BEHAVIOR FOR RISK RATINGS
BST-003C4	Pending	17/025930	18-Sep-2020			METHODS FOR USING ORGANIZATIONAL BEHAVIOR FOR RISK RATINGS
BST-004	Granted	13/240572	22-Sep-2011	10805331	13-Oct-2020	INFORMATION TECHNOLOGY SECURITY ASSESSMENT SYSTEM
BST-004C1	Granted	14/944484	18-Nov-2015	9973524	15-May-2018	INFORMATION TECHNOLOGY SECURITY ASSESSMENT SYSTEM
BST-004C1CP	Granted	15/142677	29-Apr-2016	9830569	28-Nov-2017	SECURITY ASSESSMENT USING SERVICE PROVIDER DIGITAL ASSET INFORMATION
BST-004C2	Pending	17/069151	13-Oct-2020			INFORMATION TECHNOLOGY SECURITY ASSESSMENT SYSTEM
BST-007	Granted	15/134845	21-Apr-2016	9680858	13-Jun-2017	ANNOTATION PLATFORM FOR A SECURITY RISK SYSTEM
BST-008	Published	15/044952	16-Feb-2016			RELATIONSHIPS AMONG TECHNOLOGY ASSETS AND SERVICES AND THE ENTITIES RESPONSIBLE FOR THEM
BST-008C2	Granted	15/089375	01-Apr-2016	10176445	08-Jan-2019	RELATIONSHIPS AMONG TECHNOLOGY ASSETS AND SERVICES AND THE ENTITIES RESPONSIBLE FOR THEM
BST-009DA	Granted	29/598298	24-Mar-2017	D835631	11-Dec-2018	COMPUTER DISPLAY SCREEN WITH GRAPHICAL USER INTERFACE
BST-009DB	Granted	29/598299	24-Mar-2017	D818475	22-May-2018	COMPUTER DISPLAY WITH SECURITY RATINGS GRAPHICAL USER INTERFACE
BST-009DC	Granted	29/599622	05-Apr-2017	D847169	30-Apr-2019	COMPUTER DISPLAY WITH SECURITY RATINGS GRAPHICAL USER INTERFACE
BST-009DD	Granted	29/599620	05-Apr-2017	D846,562	23-Apr-2019	COMPUTER DISPLAY WITH SECURITY RATINGS GRAPHICAL USER INTERFACE
BST-010	Granted	16/015686	22-Jun-2018	10425380	24-Sep-2019	METHODS FOR MAPPING IP ADDRESSES AND DOMAINS TO ORGANIZATIONS USING USER ACTIVITY DATA
BST-010C1	Granted	16/543075	16-Aug-2019	10554619	04-Feb-2020	METHODS FOR MAPPING IP ADDRESSES AND DOMAINS TO ORGANIZATIONS USING USER ACTIVITY DATA
BST-010C2	Allowed	16/738825	09-Jan-2020			METHODS FOR MAPPING IP ADDRESSES AND DOMAINS TO ORGANIZATIONS USING USER ACTIVITY DATA
BST-011	Granted	15/918286	12-Mar-2018	10257219	09-Apr-2019	CORRELATED RISK IN CYBERSECURITY
BST-011C1	Granted	16/292956	05-Mar-2019	10594723	17-Mar-2020	CORRELATED RISK IN CYBERSECURITY
BST-011C2	Published	16/795056	19-Feb-2020			CORRELATED RISK IN CYBERSECURITY
BST-012	Granted	16/170680	25-Oct-2018	10521583	31-Dec-2019	SYSTEMS AND METHODS FOR REMOTE DETECTION OF SOFTWARE THROUGH BROWSER WEBINJECTS
BST-012C1	Granted	16/688647	19-Nov-2019	10776483	15-Sep-2020	SYSTEMS AND METHODS FOR REMOTE DETECTION OF SOFTWARE THROUGH BROWSER WEBINJECTS
BST-012C2	Pending	17/000135	21-Aug-2020			SYSTEMS AND METHODS FOR REMOTE DETECTION OF SOFTWARE THROUGH BROWSER WEBINJECTS
BST-013	Granted	15/954921	17-Apr-2018	10812520	20-Oct-2020	SYSTEMS AND METHODS FOR EXTERNAL DETECTION OF MISCONFIGURED SYSTEMS

Docket Number	Application Status	Application No.	Filing Date	Patent No.	Issue Date	Application Title
BST-013C1	Pending	17/014495	08-Sep-2020			SYSTEMS AND METHODS FOR EXTERNAL DETECTION OF MISCONFIGURED SYSTEMS
BST-014	Pending	16/549764	23-Aug-2019			SYSTEMS AND METHODS FOR INFERRING ENTITY RELATIONSHIPS VIA NETWORK COMMUNICATIONS OF USERS OR USER DEVICES
BST-014C1	Granted	16/787650	11-Feb-2020	10749893	18-Aug-2020	SYSTEMS AND METHODS FOR INFERRING ENTITY RELATIONSHIPS VIA NETWORK COMMUNICATIONS OF USERS OR USER DEVICES
BST-015	Allowed	16/583991	26-Sep-2019			SYSTEMS AND METHODS FOR NETWORK ASSET DISCOVERY AND ASSOCIATION THEREOF WITH ENTITIES
BST-015C1	Pending	17/085,550	31-Oct-2020			SYSTEMS AND METHODS FOR NETWORK ASSET DISCOVERY AND ASSOCIATION THEREOF WITH ENTITIES
BST-016D	Granted	29/666942	17-Oct-2018	D892135	04-Aug-2020	COMPUTER DISPLAY WITH FORECAST GRAPHICAL USER INTERFACE
BST-017	Published	16/360641	21-Mar-2019			SYSTEMS AND METHODS FOR FORECASTING CYBERSECURITY RATINGS BASED ON EVENT-RATE SCENARIOS
BST-018	Granted	16/514771	17-Jul-2019	10726136	28-Jul-2020	SYSTEMS AND METHODS FOR GENERATING SECURITY IMPROVEMENT PLANS FOR ENTITIES
BST-018C1	Pending	16/922673	07-Jul-2020			SYSTEMS AND METHODS FOR GENERATING SECURITY IMPROVEMENT PLANS FOR ENTITIES
BST-019D	Allowed	29/677306	18-Jan-2019			COMPUTER DISPLAY SCREEN WITH CORPORATE HIERARCHY GRAPHICAL USER INTERFACE
BST-020	Granted	16/775840	29-Jan-2020	10791140	29-Sep-2020	SYSTEMS AND METHODS FOR ASSESSING CYBERSECURITY STATE OF ENTITIES BASED ON COMPUTER NETWORK CHARACTERIZATION
BST-020C1	Pending	17/018587	11-Sep-2020			SYSTEMS AND METHODS FOR ASSESSING CYBERSECURITY STATE OF ENTITIES BASED ON COMPUTER NETWORK CHARACTERIZATION
BST-021	Allowed	16/779437	31-Jan-2020			SYSTEMS AND METHODS FOR RAPIDLY PRODUCING SECURITY RATINGS
BST-023	Granted	16/802232	26-Feb-2020	10764298	01-Sep-2020	SYSTEMS AND METHODS FOR IMPROVING A SECURITY PROFILE OF AN ENTITY BASED ON PEER ENTITY SECURITY PROFILES
BST-023	Pending	16/942452	29-Jul-2020			SYSTEMS AND METHODS FOR IMPROVING A SECURITY PROFILE OF AN ENTITY BASED ON PEER SECURITY PROFILES
BST-023DA	Pending	29/725724	26-Feb-2020			COMPUTER DISPLAY WITH RISK VECTORS GRAPHICAL USER INTERFACE
BST-023DB	Pending	29/736641	02-Jun-2020			COMPUTER DISPLAY WITH PEER ANALYTICS GRAPHICAL USER INTERFACE
BST-024	Pending	17/039675	30-Sep-2020			SYSTEMS AND METHODS FOR DETERMINING ASSET IMPORTANCE IN SECURITY RISK MANAGEMENT
BST-026	Pending	16/884607	27-May-2020			SYSTEMS AND METHODS FOR MANAGING CYBERSECURITY ALERTS

EXHIBIT C

Trademarks

Case Number	Country	Sub Case	Case Type	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date
BST-600	US		ORD	BITSIM	SOU Filed	86974790	13-Apr-2016		
BST-601	US		ORD	BITSIGHT DISCOVER	Registered	86910477	17-Feb-2016	5183025	11-Apr-2017
BST-602	US		ORD	BITSIGHT	Registered	85838559	01-Feb-2013	4417557	15-Oct-2013
BST-602	US	A	ORD	BITSIGHT	Registered	87382953	23-Mar-2017	5333893	14-Nov-2017
BST-603	US		ORD	THE STANDARD IN SECURITY RATINGS	Registered	87712043	07-Dec-2017	5676857	12-Feb-2019
BST-604	US		ORD	BITSIGHT THE STANDARD IN SECURITY RATINGS	Published	87915186	10-May-2018		

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.