

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621352

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Forcepoint LLC		01/08/2021	Limited Liability Company: DELAWARE
Redowl Analytics, Inc.		01/08/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	5021672	REDOWL
Registration Number:	6143823	CYBER BEHAVIOR CATALOG
Registration Number:	6143824	ADAPTIVE TRUST PROFILE
Registration Number:	5703142	FORCEPOINT
Registration Number:	5551704	PROTECTING THE HUMAN POINT
Registration Number:	5305780	F
Registration Number:	5219282	FORCEPOINT
Registration Number:	4954756	SKYFENCE
Registration Number:	4790505	HIGH SPEED GUARD
Registration Number:	4839500	TRUSTED THIN CLIENT
Registration Number:	5078411	SPOTLIGHT
Registration Number:	5055033	TRUSTED GATEWAY SYSTEM
Registration Number:	5340938	CONVERGENCE
Registration Number:	4998524	CROSSVIEW
Registration Number:	3390371	TRUSTED THIN CLIENT
Registration Number:	3655136	THREATSEEKER
Registration Number:	3201933	SUREVIEW
Registration Number:	2985456	INNERVIEW

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2763990	DISAMBIGUATOR
Registration Number:	2809867	VISUAL ANALYTICS INC
Registration Number:	2794540	SECUREOFFICE
Registration Number:	2661221	VISUALINKS
Registration Number:	2655380	DISAMBIGUATOR
Serial Number:	90146409	DYNAMIC EDGE PROTECTION

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1111002-0281-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	01/20/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 8, 2021 (this “**Agreement**”) is made by **FORCEPOINT LLC**, a Delaware limited liability company, and **REDOWL ANALYTICS, INC.**, a Delaware corporation (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as the collateral agent for the Secured Parties (in such capacity and together with its successors and assigns, the “**Collateral Agent**”). Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them (including by reference) in the Security Agreement.

WHEREAS, the Grantors are party to a Security Agreement dated as of January 8, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement; and

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, each Grantor hereby grants and pledges to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of each such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, whether registered or unregistered (including, without limitation, those set forth on Schedule A annexed hereto) and all renewals and extensions thereof, and all rights corresponding thereto;
- (ii) all goodwill of each such Grantor’s business connected with the use of and symbolized by any of the foregoing;
- (iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment of any of the foregoing; and
- (iv) all Proceeds and Accessions with respect to any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” trademark or service mark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment

is filed with the United States Patent and Trademark Office), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and conditions of which are hereby incorporated by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR TRADEMARK COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures and contract formations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FORCEPOINT LLC,
as Grantor

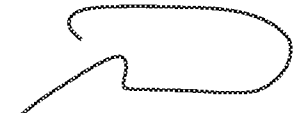
By: 
Name: Matthew T. Santangelo
Title: Chief Financial Officer

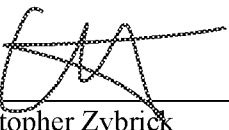
REDOWL ANALYTICS, INC.,
as Grantor

By: 
Name: Matthew T. Santangelo
Title: Chief Financial Officer

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as the Collateral Agent

By: 
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: 
Name: Christopher Zybrick
Title: Authorized Signatory

**SCHEDULE A to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

REDOWL ANALYTICS, INC.

Trademark	Owner	App. No.	App. Date	Reg. No.
REDOWL	REDOWL ANALYTICS, INC.	86860140	29-DEC-2015	5021672

FORCEPOINT LLC

Trademark	Owner	App. No.	App. Date	Reg. No.
DYNAMIC EDGE PROTECTION	FORCEPOINT LLC	90146409	28-AUG-2020	
CYBER BEHAVIOR CATALOG	FORCEPOINT LLC	88300638	13-FEB-2019	6143823
ADAPTIVE TRUST PROFILE	FORCEPOINT LLC	88300643	13-FEB-2019	6143824
FORCEPOINT	FORCEPOINT LLC	88073547	10-AUG-2018	5703142
PROTECTING THE HUMAN POINT	FORCEPOINT LLC	87392341	30-MAR-2017	5551704
F	FORCEPOINT LLC	87347471	23-FEB-2017	5305780
FORCEPOINT	FORCEPOINT LLC	86795190	21-OCT-2015	5219282
SKYFENCE	FORCEPOINT LLC	86724680	13-AUG-2015	4954756
HIGH SPEED GUARD	FORCEPOINT LLC	86493482	31-DEC-2014	4790505
TRUSTED THIN CLIENT	FORCEPOINT LLC	86376645	26-AUG-2014	4839500
SPOTLIGHT	FORCEPOINT LLC	86352316	30-JUL-2014	5078411
TRUSTED GATEWAY SYSTEM	FORCEPOINT LLC	86249172	10-APR-2014	5055033
CONVERGENCE	FORCEPOINT LLC	86018010	23-JUL-2013	5340938
CROSSVIEW	FORCEPOINT LLC	85838044	31-JAN-2013	4998524
TRUSTED THIN CLIENT	FORCEPOINT LLC	77123219	06-MAR-2007	3390371
THREATSEEKER	FORCEPOINT LLC	77032425	30-OCT-2006	3655136

Trademark	Owner	App. No.	App. Date	Reg. No.
SUREVIEW	FORCEPOINT LLC	78846028	24-MAR-2006	3201933
INNERVIEW	FORCEPOINT LLC	78435799	15-JUN-2004	2985456
DISAMBIGUATOR	FORCEPOINT LLC	76465519	30-OCT-2002	2763990
VISUAL ANALYTICS INC	FORCEPOINT LLC	76423988	19-JUN-2002	2809867
SECUREOFFICE	FORCEPOINT LLC	78069322	15-JUN-2001	2794540
VISUALINKS	FORCEPOINT LLC	75921377	16-FEB-2000	2661221
DISAMBIGUATOR	FORCEPOINT LLC	75921379	16-FEB-2000	2655380