

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DARKTRACE LIMITED		01/15/2021	Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5135298	DARKFLOW	
Registration Number:	4801892	DARKTRACE	
Registration Number:	5135297	DARKTRACE CYBER-INTELLIGENCE PLATFORM	
Registration Number:	6077351	DARKTRACE ENTERPRISE IMMUNE SYSTEM	
Registration Number:	6077350	DARKTRACE INDUSTRIAL IMMUNE SYSTEM	
Serial Number:	86649345	INDUSTRIAL IMMUNE SYSTEM	
Serial Number:	88674631	ENTERPRISE IMMUNE SYSTEM	
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:	1318712 TM		
NAME OF SUBMITTER:	Andrew Nash		

OP \$190.00 5135298

SIGNATURE:	/Andrew Nash/
DATE SIGNED:	01/22/2021
Total Attachments: 9 source=CLOSING COPY - Intellectual Property Security Agreement - Darktrace(53065016.1)#page1.tif source=CLOSING COPY - Intellectual Property Security Agreement - Darktrace(53065016.1)#page2.tif source=CLOSING COPY - Intellectual Property Security Agreement - Darktrace(53065016.1)#page3.tif source=CLOSING COPY - Intellectual Property Security Agreement - Darktrace(53065016.1)#page4.tif source=CLOSING COPY - Intellectual Property Security Agreement - Darktrace(53065016.1)#page5.tif source=CLOSING COPY - Intellectual Property Security Agreement - Darktrace(53065016.1)#page6.tif source=CLOSING COPY - Intellectual Property Security Agreement - Darktrace(53065016.1)#page7.tif source=CLOSING COPY - Intellectual Property Security Agreement - Darktrace(53065016.1)#page8.tif source=CLOSING COPY - Intellectual Property Security Agreement - Darktrace(53065016.1)#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of January 15, 2021 by and between (i) **SILICON VALLEY BANK**, a California corporation acting through its UK branch (“Bank”), and (ii) **DARKTRACE LIMITED**, a company formed under the laws of England and Wales under registration number 08562035 (“Grantor”).

RECITALS

A. Bank has 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 Loan Agreement by and among Bank 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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank 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 and Debenture, Grantor has agreed to grant to Bank 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, including, without limitation, the Intellectual Property Collateral described below.

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 Bank 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 or 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 the foregoing, “Intellectual Property Collateral,” “Copyrights,” “Patents,” “Trademarks” and “Mask Works” shall not include (a) any “intent to use” trademarks at all times prior to the first use thereof or the recording of a statement of use or amendment to allege use with the United States Patent and Trademark Office, and (b) 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).

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 Bank.

3. Authorization. Grantor hereby authorizes Bank 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 and Debenture shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Debenture 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Remainder of Page Intentionally Left Blank]

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:

Maurice Wilkes Building
Cowley Road, Cambridge, CB4 0DS
Attn:

DARKTRACE LIMITED

DocuSigned by:

Andrew Kanter

By: _____
Name: Andrew Kanter
Title: Director

BANK:

Address:

Silicon Valley Bank
Alphabeta, 14-18 Finsbury Square
London, EC2A 1BR
Attn: Kyle Randall

SILICON VALLEY BANK

DocuSigned by:

Kyle Randall

By: _____
Name: Kyle Randall
Title: Vice President

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EXHIBIT A

Copyrights

None.

EXHIBIT B

Title	Application No. Application Date	(Publication No.) Patent No. Issue Date
Cyber security	15501135 2017-02-01	10268821 2019-04-23 (20170220801)
Anomaly alert system for cyber threat detection	15425906 2017-02-06	10701093 2020-06-30 (20170230392)
Cyber security using a model of normal behavior for a group of entities	15425903 2017-02-06	10419466 2019-09-17 (20170230391)
Cyber security	15429062 2017-02-09	10516693 2019-12-24 (20170251012)
Secure Communication Platform For A Cybersecurity System	16279031 2019-02-19	(20190260804)
Autonomous Report Composer	16279022 2019-02-19	(20190260764)
Appliance Extension For Remote Communication With A Cyber Security Appliance	16278998 2019-02-19	(20190260770)
Artificial Intelligence Cyber Security Analyst	16278918 2019-02-19	(20190260779)
Cyber Threat Defense System Protecting Email Networks With Machine Learning Models	16278932 2019-02-19	(20190260780)
A Cyber Security Appliance For An Operational Technology Network	16278953 2019-02-19	(20190260781)
Artificial Intelligence Researcher Assistant For Cybersecurity Analysis	16278957 2019-02-19	(20190260782)
Method For Sharing Cybersecurity Threat Analysis And Defensive Measures Amongst A Community	16278969 2019-02-19	(20190260783)
Artificial Intelligence Privacy Protection For Cybersecurity Analysis	16279013 2019-02-19	(20190260784)
Endpoint Agent And System	16279039 2019-02-19	(20190260785)
Artificial Intelligence Controller Orchestrating Network Components For A Cyber Threat Defense	16279067 2019-02-19	(20190260786)
Multidimensional Clustering Analysis And Visualizing That Clustered Analysis On A User Interface	16278920 2019-02-19	(20190260793)
Cyber Security Appliance For A Cloud Infrastructure	16278982 2019-02-19	(20190260794)

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Title	Application No. Application Date	(Publication No.) Patent No. Issue Date
Incorporating Software-As-A-Service Data Into A Cyber Threat Defense System	16278991 2019-02-19	(20190260795)
Cyber Security Using One Or More Models Trained On A Normal Behavior	16390801 2019-04-22	(20190251260)
Multivariate Network Structure Anomaly Detector	16392381 2019-04-23	(20200244673)
Method, Apparatus, And System To Map Network Reachability	16677982 2019-11-08	(20200244699)
ANTIGENA EMAIL patent #2	16732644 2020-01-02	
AN ARTIFICIAL INTELLIGENCE BASED CYBER SECURITY SYSTEM	62983307 2020-02-28	
AN ARTIFICIAL INTELLIGENCE BASED CYBER SECURITY SYSTEM	62983307 2020-02-28	
A CYBER SECURITY SYSTEM USING ARTIFICIAL INTELLIGENCE	63026446 2020-05-18	
Anomaly Alert System For Cyber Threat Detection	16878347 2020-05-19	(20200280575)
AI ANALYST B	16941870 2020-07-29	(20200358792)
PHISHING WEBSITE DETECTION	16941874 2020-07-29	(20200358799)
AUTOMATIC EMAIL REPORT GENERATION	16941878 2020-07-29	
DARKTRACE FOR systems with UNUSUAL DATA SOURCES and protocols	16941884 2020-07-29	(20200358810)
AN INTELLIGENT ADVERSARY SIMULATOR	17004392 2020-08-27	
AN ENDPOINT AGENT EXTENSION OF A MACHINE LEARNING CYBER DEFENSE	17004398 2020-08-27	
AN INTELLIGENT CYBER SECURITY SYSTEM	63078092 2020-09-14	

EXHIBIT C

Trademarks

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
ANTIGENA	9, 42	79250913 22-NOV-2018	5952302 ¹ 07-JAN-2020
DARKFLOW	9, 37, 42, 45	86649362 02-JUN-2015	5135298 07-FEB-2017
DARKTRACE	9, 37, 42, 45	86115105 11-NOV-2013	4801892 01-SEP-2015
DARKTRACE	9, 37, 42	79250997 22-NOV-2018	5963934 ² 21-JAN-2020
DARKTRACE CYBER-INTELLIGENCE PLATFORM	9, 37, 42, 45	86649281 02-JUN-2015	5135297 07-FEB-2017
DARKTRACE ENTERPRISE IMMUNE SYSTEM	9, 37, 42	86926238 02-MAR-2016	6077351 16-JUN-2020
DARKTRACE INDUSTRIAL IMMUNE SYSTEM	9, 37, 42	86926171 02-MAR-2016	6077350 16-JUN-2020
INDUSTRIAL IMMUNE SYSTEM	9, 37, 42, 45	86649345 02-JUN-2015	
ENTERPRISE IMMUNE SYSTEM		88674631 (9/1/2020)	

¹¹ Registered through Madrid Protocol

²² Registered through Madrid Protocol

EXHIBIT D

Mask Works

None.

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>

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