

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM618195

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Venafi, Inc.		12/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	303 Peachtree St., 25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4989701	THE IMMUNE SYSTEM FOR THE INTERNET	
Registration Number:	4989702	THE IMMUNE SYSTEM FOR THE INTERNET	
Registration Number:	6100608	VENAFI	
Registration Number:	6100607	VENAFI	
Registration Number:	6100605	VENAFI	
Registration Number:	6100606	VENAFI	
Registration Number:	3035790	VENAFI	
Serial Number:	88733121	VIA VENAFI	
Registration Number:	00003099066	IT'S YOUR HEALTH. STAY IN THE DRIVER'S S	
Registration Number:	00003352203	V VIAWEST	
Registration Number:	3502414	BONIS	
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:	2128192511		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Kate Andes		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		

CH \$290.00 4989701

ATTORNEY DOCKET NUMBER:	1135397-0132-CM65
NAME OF SUBMITTER:	Kate Andes
SIGNATURE:	/Kate Andes/
DATE SIGNED:	01/04/2021
Total Attachments: 5 source=Venafi - Trademark Security Agreement Executed#page1.tif source=Venafi - Trademark Security Agreement Executed#page2.tif source=Venafi - Trademark Security Agreement Executed#page3.tif source=Venafi - Trademark Security Agreement Executed#page4.tif source=Venafi - Trademark Security Agreement Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of December 31, 2020, is entered into by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a “*Grantor*” and, collectively, the “*Grantors*”) and **TRUIST BANK** (the “*Assignee*”), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of the date hereof, by and among the Assignee, **PROJECT VICTOR PARENT, LLC**, a Delaware limited liability company (“*Holdings*”), **PROJECT VICTOR MERGER SUB, INC.**, a Delaware corporation (“*Merger Sub*” or the “*Initial Borrower*”), **VENAFI, INC.**, a Delaware corporation (the “*Company*” and, together with the Initial Borrower, the “*Borrower*”), and the other parties thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), and pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Holdings, Merger Sub, the Borrower, Assignee and the Lenders party thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”).

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, logos, Internet domain names and other source or business identifiers, now existing or hereafter adopted or acquired, (ii) all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, (iii) the right to obtain all renewals thereof and (iv) all goodwill associated with or symbolized by any of the foregoing.

(b) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement and amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor that is Collateral or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark that is Collateral to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation.

Grantor authorizes and requests the Commissioner for Trademarks and any other government officials to record and register this Agreement.

4. Administrative Agent.

The Administrative Agent shall act hereunder only in accordance with the terms and conditions of the Credit Agreement. Any and all actions the Administrative Agent takes or omits to take hereunder shall be covered by the indemnity provisions of the Credit Agreement which shall be deemed to be incorporated by reference herein. In the case of a conflict between this Agreement, and the Credit Agreement, the Credit Agreement shall govern the rights and obligations of the Administrative Agent.

5. Applicable Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

6. 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.

7. 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.

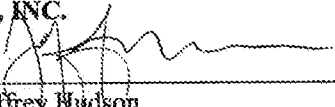
[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

BORROWER:

VENAFI, INC.

By: 
Name: Jeffrey Hudson
Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

ADMINISTRATIVE AGENT:

TRUIST BANK

By: 



Name: Brian M. Lewis

Title: Managing Director

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Owner: Venafi, Inc.

Title	Image	Country	Registration No.	Application Date	Registration Date	Case Status	Owner
THE IMMUNE SYSTEM FOR THE INTERNET		EUTM	14445639	Aug-05-2015	Mar-01-2019	Registered	Venafi, Inc.
THE IMMUNE SYSTEM FOR THE INTERNET		Singapore	40201515992V	Sep-14-2015	Mar-30-2016	Registered	Venafi, Inc.
THE IMMUNE SYSTEM FOR THE INTERNET		Switzerland	686928	Sep-11-2015	Apr-21-2016	Registered	Venafi, Inc.
THE IMMUNE SYSTEM FOR THE INTERNET		United States of America	4989701	Mar-12-2015	Jun-28-2016	Registered	Venafi, Inc.
THE IMMUNE SYSTEM FOR THE INTERNET		United States of America	4989702	Mar-12-2015	Jun-28-2016	Registered	Venafi, Inc.
VEN FI Logo bw		United States of America	6100608	Dec-19-2019	July-14-2020	Registered	Venafi, Inc.
VEN FI Logo bw		United States of America	6100607	Dec-19-2019	July-14-2020	Registered	Venafi, Inc.
VENAFI		United States of America	6100605	Dec-19-2019	July-14-2020	Registered	Venafi, Inc.
VENAFI		United States of America	6100606	Dec-19-2019	July-14-2020	Registered	Venafi, Inc.
VENAFI		United States of America	3035790	Jan-14-2005	Dec-27-2005	Registered	Venafi, Inc.
JETSTACK		United Kingdom	UK00003099066	Mar-13-2015	Jun-12-2015	Registered	Jetstack Limited
CLOUD NATIVE ACCELERATOR		United Kingdom	UK00003352203	Nov-9-2018	Apr-12-2019	Registered	Jetstack Ltd.
VENAFI		EUTM	18257451	Jun-19-2020	Oct-27-2020	Registered	Venafi, Inc.
VENAFI		United Kingdom	3502414	Jun-19-2020	Oct-02-2020	Registered	Venafi, Inc.

Pending Trademark Applications

Owner: Venafi, Inc.

Title	Image	Country	Registration No.	Application Date	Registration Date	Case Status	Owner
VIA VENAFI		United States of America	App. No. 88/733121	Dec-19-2019		Pending	Venafi, Inc.