

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM644285

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Forter, Ltd.		05/04/2021	Company: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stifel Bank		
<b>Street Address:</b>	787 7th Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	National Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5625411	FORTER DECISION DASHBOARD	
<b>Registration Number:</b>	5473114	DECISION AS A SERVICE	
<b>Registration Number:</b>	4974073	DECISION AS A SERVICE	
<b>Registration Number:</b>	4973638	FORTER	
<b>Serial Number:</b>	88287630	FORTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(619) 699-2708		
<b>Email:</b>	christian.cruz@us.dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	401 B Street		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Matt Shwartz		
<b>SIGNATURE:</b>	/s/ Matt Schwartz		
<b>DATE SIGNED:</b>	05/05/2021		
<b>Total Attachments: 6</b>			

CH \$140.00 5625411

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 4, 2021 by and between STIFEL BANK (“Bank”) and FORTER, LTD., an Israeli company (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Forter, Inc., a Delaware corporation (“Subsidiary Borrower”) (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor and Subsidiary Borrower dated as of September 21, 2020 (as amended by that certain First Amendment to Loan and Security Agreement dated as of the date hereof, and as the same may be further amended, modified or supplemented from time to time, collectively the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Grantor expects to derive economic benefit from Bank’s doing so and dealing with Subsidiary Borrower in accordance with the Loan Agreement, and has entered in a Secured Guaranty (the “Guaranty”) dated as of September 21, 2020 with respect to the present and future obligations of Grantor to Bank. Grantor wishes to secure performance and payment of all obligations to Bank under the Guaranty and otherwise (the “Grantor Obligations”) with all of its assets, including the grant to Bank of a security interest in its Copyrights, Trademarks and Patents.

B. Pursuant to the terms of the Guaranty, Grantor has granted 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.

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 the Grantor Obligations under the Guaranty and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Grantor Obligations under the Guaranty and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Guaranty. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Guaranty and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Guaranty or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Guaranty or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

Address of Grantor:

575 5<sup>th</sup> Ave., 36th Floor  
New York, NY 10017



GRANTOR:

FORTER, LTD.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Michael Reiboldt*  
*Director*

Address of Bank:

787 7th Avenue  
New York, NY 10019  
Attn: Brad Ellis, Managing Director

BANK:

STIFEL BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Intellectual Property Security Agreement (FORTER, LTD.)]*

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 of Grantor:

575 5<sup>th</sup> Ave., 36th Floor  
New York, NY 10017

FORTER, LTD.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

Address of Bank:

787 7th Avenue  
New York, NY 10019  
Attn: Brad Ellis, Managing Director

STIFEL BANK

By:  \_\_\_\_\_

Name: **James C. Binz**

Title: Executive Vice President

*[Signature Page to Intellectual Property Security Agreement (FORTER, LTD.)]*

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Gating Decision System and Methods for Determining Whether to Allow Material Implications to Result from Online Activities	9721253	08/01/2017

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
FORTER	88287630	02/04/2019
FORTER DECISION DASHBOARD	5625411	12/11/2018
DECISION AS A SERVICE	5473114	05/22/2018
DECISION AS A SERVICE	4974073	06/07/2016
FORTER	4973638	06/07/2016