

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DRAGOS, INC.		05/07/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Agent		
Street Address:	1000 Wilson Blvd., Unit 2110		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5688503	DRAGOS	
Registration Number:	4917141	CYBERLENS	
Registration Number:	4890023	CYBERLENS	
Serial Number:	90342905	DRAGOS	
Serial Number:	90342897	DRAGOS	
Serial Number:	87404662	SAFEGUARDING CIVILIZATION	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
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:	1370010		
NAME OF SUBMITTER:	ANDREW NASH		
SIGNATURE:	/ANDREW NASH/		
DATE SIGNED:	05/07/2021		

OP \$165.00 5688503

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of May 7, 2021 by and between **SILICON VALLEY BANK**, a California corporation in its capacity as administrative agent and collateral agent for Lenders (in such capacity, “Agent”) and **DRAGOS, INC.**, a Delaware corporation (“Grantor”).

RECITALS

A. SILICON VALLEY BANK, a California corporation, and the other Lenders referred to therein (collectively, the “Lenders”) have 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, Agent, 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). 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 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, 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 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 Agent, for the 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.

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 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 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).

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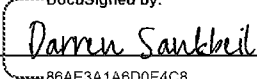
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

1745 Dorsey Road, Suite R
Hanover, MD 21076
Attn: Robert M. Lee, Chief Executive Officer

DRAGOS, INC.

DocuSigned by:
By: 
86AE3A1A6D0E4C8...
Name: Darren Sankbeil
Title: Chief Financial Officer

AGENT:

Address:

1000 Wilson Boulevard, Unit 2110
Arlington, VA 22209
Attn: Michael Copty, Director

SILICON VALLEY BANK, as Agent

DocuSigned by:
By: 
F0E305988F124E0...
Name: Russell Kellogg
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Systems and Methods for Monitoring Communications on a Network	13/478,343	5/23/2012

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DRAGOS	90/342905	11/25/2020
DRAGOS	90/342897	11/25/2020
Safeguarding Civilization	87/404662	4/10/2017
DRAGOS	5688503 87/279775	3/5/2019 12/23/2016
CYBERLENS	4917141 86/490915	3/15/2016 12/27/2014
CYBERLENS	4890023 86/180076	1/19/2016 1/30/2014

EXHIBIT D

Mask Works /Domain Names

Domain	Date Registered	Status	Registrar where	Jurisdiction where registered	IP address if currently in use
drabos.com	8/17/17	ACTIVE	Amazon Registrar, Inc	USA	www.drabos.com . A 23.185.0.2
drafos.com	8/17/17	ACTIVE	Amazon Registrar, Inc	USA	www.drafos.com . A 23.185.0.2
dragos.com	3/12/17	ACTIVE	Amazon Registrar, Inc	USA	www.dragos.com . A 23.185.0.2
dragosinc.com	3/10/17	ACTIVE	Amazon Registrar, Inc	USA	www.dragosinc.com . A 23.185.0.2
dragosintel.com	7/21/17	ACTIVE	Amazon Registrar, Inc	USA	www.dragosintel.com . A 23.185.0.2
dragosplatform.com	4/22/19	ACTIVE	Amazon Registrar, Inc	USA	No public A records
dragossecurity.com	3/2/18	ACTIVE	Amazon Registrar, Inc	USA	www.dragossecurity.com . A 23.185.0.2
dragossecurity.org	3/2/18	ACTIVE	Amazon Registrar, Inc	USA	www.dragossecurity.org . A 23.185.0.2
dragosservices.com	3/12/17	ACTIVE	Amazon Registrar, Inc	USA	BLUEHOST HOSTED
evildomainname.com	9/3/19	ACTIVE	Amazon Registrar, Inc	USA	No public A records
icsintel.com	4/22/19	ACTIVE	Amazon Registrar, Inc	USA	No public A records
icsworldview.com	4/22/19	ACTIVE	Amazon Registrar, Inc	USA	No public A records
industrialcyberattacks.c	4/22/19	ACTIVE	Amazon Registrar, Inc	USA	No public A records
neighborhoodkeeper.co	10/1/18	ACTIVE	Amazon Registrar, Inc	USA	No public A records
neighborhoodkeeper.ne	10/1/18	ACTIVE	Amazon Registrar, Inc	USA	No public A records
neighborhoodkeeper.org	10/1/18	ACTIVE	Amazon Registrar, Inc	USA	No public A records
nexdefense.com	3/29/20	ACTIVE	Amazon Registrar, Inc	USA	No public A records
safeguardcivilization.com	12/24/17	ACTIVE	Amazon Registrar, Inc	USA	No public A records
safeguardingcivilization.	12/24/17	ACTIVE	Amazon Registrar, Inc	USA	No public A records
toclave.com	8/7/19	ACTIVE	Amazon Registrar, Inc	USA	No public A records
dragosacademy.com	1/17/20	ACTIVE	Amazon Registrar, Inc	USA	No public A records
dragosacademy.net	1/17/20	ACTIVE	Amazon Registrar, Inc	USA	No public A records