

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647359

| | |
|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|---------------------|
| BRIDGE BANK A DIVISION OF WESTERN ALLIANCE BANK | | 02/23/2018 | Unknown: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|--------------------------|------------------------------------|
| Name: | Wombat Security Technologies, Inc. |
| Street Address: | 3030 Penn Avenue |
| Internal Address: | Suite #200 |
| City: | Pittsburgh |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 15201 |
| Entity Type: | Corporation: DELAWARE |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------|
| Registration Number: | 5391501 | BEYOND THE PHISH |
| Registration Number: | 4408802 | CYBERSTRENGTH |
| Registration Number: | 4868590 | PHISHALARM |
| Registration Number: | 4868589 | PHISHALARM |
| Registration Number: | 4114888 | PHISHGURU |
| Registration Number: | 4114891 | PHISHPATROL |
| Registration Number: | 4114893 | PHISHPATROL |
| Registration Number: | 4273584 | THREATSIM |
| Registration Number: | 4125401 | WOMBAT SECURITY TECHNOLOGIES |
| Registration Number: | 4125402 | WOMBAT SECURITY TECHNOLOGIES |

CORRESPONDENCE DATA

Fax Number: 3125548000

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: 312-554-8000

Email: baa@pattishall.com

Correspondent Name: Brett A. August

CH \$265.00 5391501

Address Line 1: 200 S. Wacker Drive
Address Line 2: Suite 2900
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Brett A August

SIGNATURE: /Brett A August/

DATE SIGNED: 05/17/2021

Total Attachments: 4

source=Bridgebank - Payoff Letter (Western Alliance)#page1.tif
source=Bridgebank - Payoff Letter (Western Alliance)#page2.tif
source=Bridgebank - Payoff Letter (Western Alliance)#page3.tif
source=Bridgebank - Payoff Letter (Western Alliance)#page4.tif



February 23, 2018

Wombat Security Technologies, Inc.
3030 Penn Avenue, Suite #200
Pittsburgh, PA 15201

Loan Number: [REDACTED]
Borrower: Wombat Security Technologies, Inc.

Reference is made to the Loan and Security Agreement dated as of April 23, 2014 (the "Loan Agreement") between Borrower and Western Alliance Bank ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and the other Loan Documents and has requested that Bank provide Borrower with pay-off amounts for the obligations owing by Borrower to Bank under the Loan Documents. The pay-off amounts for Borrower as of February 23, 2018 (the "Determination Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Determination Date that must be repaid by Borrower, the "Pay-Off Amount"):

[REDACTED]

The per diem accrual of interest and fees on the unpaid principal amount of the Credit Extensions is: [REDACTED]

From and after the Determination Date and until the Repayment Date (as defined below), interest shall continue to accrue on the unpaid principal amount of the Credit Extensions at the rate set forth in the Loan Agreement. Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount; provided however that the figures above are only effective for thirty (30) days from the date of this letter. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes no additional Credit Extensions under the Loan Agreement and this letter agreement confirms that Borrower has waived the right to seek any such additional Credit Extensions, and Bank shall not make, any further Credit Extensions under the Loan Documents to or for the benefit of Borrower. The foregoing amount is also subject to clearance of any checks in transit.

The Pay-Off Amount should be wire-transferred to Bank as follows:

Bridge Bank
55 Almaden Boulevard, Suite 100
San Jose, CA 95113
ABA Routing No. [REDACTED]
Account No. [REDACTED]
Reference: Wombat Security Technologies, Inc. payoff

Upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Repayment Date"), without further action on the part of the parties hereto (i) all indebtedness owing from Borrower to Bank under the Loan Documents shall be paid and discharged in full (other than any obligations owing with respect to credit cards and letter of credit reimbursement obligations); (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) all security interests and other liens of every type at any time granted to or held by Bank as security shall be terminated (other than any security provided with respect to credit cards obligations and letter of credit reimbursement obligations), and (iv) all other obligations of Borrower under the Loan Documents shall be deemed terminated other than any Success/exit fees or Warrant(s) and any obligations owing with respect to credit cards and letter of credit reimbursement obligations; provided, however, those that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall survive; and provided, further, that to the extent that any payments or proceeds (or any portion thereof) received by Bank shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that the payment or proceeds is rescinded or must otherwise be restored by Bank, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, the obligations or part thereof which were intended to be satisfied shall be revived and continue to be in full force and effect, as if the payment or proceeds had never been received by Bank, and this letter shall in no way impair the claims of Bank with respect to the revived obligations.

From and after the Repayment Date, Bank authorizes Borrower, or any other party on behalf of Borrower at Borrower's sole cost and expense to file any UCC3 termination statements necessary to terminate all UCC financing statements in Bank's favor with respect to Borrower, (ii) shall deliver to Borrower all collateral with respect to the Loan Documents which are in the possession of Bank, and (iii) shall deliver to Borrower any other documents necessary to release or terminate any security interest or lien with respect to Borrower's assets. All such agreements, documents, and instruments which are requested by Borrower to be delivered by Bank on or after the Repayment Date shall be prepared at Borrower's expense and any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys's fees) shall be reimbursed promptly by Borrower on demand. Borrower hereby waives any and all claims and releases Bank and its parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and representatives and agents harmless from all claims, liabilities, damages, fees, costs and expenses associated with, caused by, or arising from Bank's preparation of any the aforementioned documents.

This letter agreement shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

BRIDGE BANK, A DIVISION OF WESTERN ALLIANCE BANK. MEMBER FDIC.



Tony Pastor
Relationship Manager

Acknowledged by:
Wombat Security Technologies, Inc.

.....
By:
Name:
.....
Title:
.....

Upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Repayment Date"), without further action on the part of the parties hereto (i) all indebtedness owing from Borrower to Bank under the Loan Documents shall be paid and discharged in full (other than any obligations owing with respect to credit cards and letter of credit reimbursement obligations); (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) all security interests and other liens of every type at any time granted to or held by Bank as security shall be terminated (other than any security provided with respect to credit cards obligations and letter of credit reimbursement obligations), and (iv) all other obligations of Borrower under the Loan Documents shall be deemed terminated other than any Success/exit fees or Warrant(s) and any obligations owing with respect to credit cards and letter of credit reimbursement obligations; provided, however, those that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall survive, and provided, further, that to the extent that any payments or proceeds (or any portion thereof) received by Bank shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that the payment or proceeds is rescinded or must otherwise be restored by Bank, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, the obligations or part thereof which were intended to be satisfied shall be revived and continue to be in full force and effect, as if the payment or proceeds had never been received by Bank, and this letter shall in no way impair the claims of Bank with respect to the revived obligations.

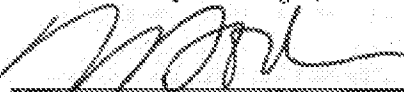
From and after the Repayment Date, Bank authorizes Borrower, or any other party on behalf of Borrower at Borrower's sole cost and expense to file any UCC3 termination statements necessary to terminate all UCC financing statements in Bank's favor with respect to Borrower, (ii) shall deliver to Borrower all collateral with respect to the Loan Documents which are in the possession of Bank, and (iii) shall deliver to Borrower any other documents necessary to release or terminate any security interest or lien with respect to Borrower's assets. All such agreements, documents, and instruments which are requested by Borrower to be delivered by Bank on or after the Repayment Date shall be prepared at Borrower's expense and any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys's fees) shall be reimbursed promptly by Borrower on demand. Borrower hereby waives any and all claims and releases Bank and its parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and representatives and agents harmless from all claims, liabilities, damages, fees, costs and expenses associated with, caused by, or arising from Bank's preparation of any the aforementioned documents.

This letter agreement shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

BRIDGE BANK, A DIVISION OF WESTERN ALLIANCE BANK. MEMBER FDIC.

Tony Pastor
Relationship Manager

Acknowledged by:
Wombat Security Technologies, Inc.


By: _____
Name: MICHAEL BORTON
Title: CFO

Schedule of Trademarks

| Trademark | Registration Number | Registration Date |
|---|----------------------------|--------------------------|
| BEYOND THE PHISH | 5391501 | 1/30/2018 |
| CYBERSTRENGTH | 4408802 | 9/24/2013 |
| PHISHALARM | 4868590 | 12/08/2015 |
| PHISHALARM | 4868589 | 12/08/2015 |
| PHISHGURU | 4114888 | 3/20/2012 |
| PHISHPATROL | 4114891 | 3/20/2012 |
| PHISHPATROL | 4114893 | 3/20/2012 |
| THREATSIM | 4273584 | 1/08/2013 |
| WOMBAT SECURITY TECHNOLOGIES and Design | 4125401 | 4/10/2012 |
| WOMBAT SECURITY TECHNOLOGIES and Design | 4125402 | 4/10/2012 |