

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652532

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VigilanteATI, Inc.		06/07/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Stifel Bank		
Street Address:	8000 Maryland Avenue		
Internal Address:	Suite 100		
City:	Clayton		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Bank: MISSOURI		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5395231	VIGILANTEATI PRODIGY	
Registration Number:	5240958	VIGILANTEATI ACCOMPLICE	
Registration Number:	5240956	VIGILANTEATI	
Serial Number:	88691193	VIGILANTE	
Serial Number:	90189097	VIGILANTE	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	(919)838-2034		
Email:	pkarmire@smithlaw.com		
Correspondent Name:	Perky L. Karmire/Smith Anderson Law Firm		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Perky L. Karmire		
SIGNATURE:	/s/ Perky L. Karmire		
DATE SIGNED:	06/08/2021		

CH \$140.00 5395231

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 7, 2021 by and between STIFEL BANK ("Bank") and VIGILANTEATI, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor's parent, ZeroFox, Inc. ("Borrower"), in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Borrower, Grantor and certain of Borrower's other subsidiaries dated as of January 7, 2021 (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 Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, 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 its obligations under the Loan Agreement 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 its obligations under the Loan Agreement 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 Collateral (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 Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement 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 Loan Agreement 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 Loan Agreement 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:

1834 S. Charles St.
Baltimore, MD 21230
Attn: Tim Bender
E-mail: tim@zerofox.com
Telephone: 855-936-9369

GRANTOR:

VIGILANTEATI, INC.

By: 

Name: James C. Foster

Title: Authorized Person

Address of Bank:

787 Seventh Avenue, 11th Floor
New York, New York 10019
Attn: Nathaniel Stone

BANK:

STIFEL BANK

By: _____

Name: _____

Title: _____

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:

1834 S. Charles St.
Baltimore, MD 21230
Attn: Tim Bender
E-mail: tim@zerofox.com
Telephone: 855-936-9369

VIGILANTEATI, INC.

By: _____

Name: _____

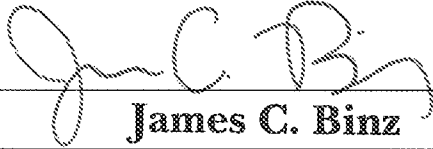
Title: _____

BANK:

Address of Bank:

787 Seventh Avenue, 11th Floor
New York, New York 10019
Attn: Nathaniel Stone

STIFEL BANK

By:  _____

Name: **James C. Binz**

Title: ~~Executive Vice President~~

[Signature Page to IPSA]

TRADEMARK
REEL: 007320 FRAME: 0225

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

Description

Patent/App. No.


Patent No. Issue Date

None.

EXHIBIT C

Trademarks

U.S. TRADEMARKS

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
VIGILANTEATI PRODIGY (Standard Character Mark)	5395231	2/06/2018
VIGILANTEATI ACCOMPLICE (Standard Character Mark)	5240958	7/11/2017
VIGILANTEATI (Standard Character Mark)	5240956	7/11/2017
 (Illustration drawing w/word(s)/letters)	88691193	11/13/2019
VIGILANTE (Standard Character Mark)	90189097	9/17/2020