

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lookingglass Cyber Solutions, Inc.		08/24/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88342417		
Serial Number:	86645239	LOOKINGGLASS	
Serial Number:	86400415	SCOUTINTERXECT	
Serial Number:	86970647	SCOUTPRIME	
Serial Number:	88342415	SCOUTSHIELD	
Serial Number:	88342416	SCOUTTHREAT	
Serial Number:	85723242	SCOUTVISION	
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:	7033826485		
Email:	DHall@vlpawgroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	12703 Hitchcock Court		
Address Line 4:	Reston, VIRGINIA 20191		
NAME OF SUBMITTER:	Davis Hall		
SIGNATURE:	/DavisHall/		
DATE SIGNED:	08/24/2021		

OP \$190.00 88342417

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of August 24, 2021 by and between SILICON VALLEY BANK (“Bank”) and Lookingglass Cyber Solutions, Inc. (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated August 24, 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 Grantor, but only upon the condition, among others, that Grantor shall grant to Bank 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 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, 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 Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property to the extent constituting Collateral (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 Bank.

Grantor hereby authorizes Bank 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.

3. 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 Bank 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.

4. 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.

5. 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.

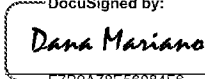
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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:

LOOKINGGLASS CYBER SOLUTIONS, INC.

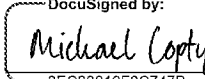
By:  _____
DocuSigned by:
E7B9A78E56084F6...

Name: Dana Mariano

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By:  _____
DocuSigned by:
3EC33616F8C747B...

Name: Michael Copty

Title: Director

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published ?</u>	<u>Issue Date:</u>
Apparatuses, Methods and Systems for a cyber threat confidence rating visualization and editing user interface	9118714			8/25/2015
Cyber threat monitor and control apparatuses, methods, and systems	9210185			12/8/2015
Computer network attribute bilateral inheritance	9455993			2/10/2014
Cyber threat monitor and control apparatuses, methods and systems	9509712			11/29/2016
Cyber threat identification and analytics apparatuses, methods and systems	9584541			2/28/2017
apparatuses, methods, and systems for a cyber threat confidence rating visualization and editing user interface	9596256			3/14/2017
Apparatuses, methods and systems for a real-time cyber threat indicator verification mechanism	9596266			3/14/2017
Computer network attribute bilateral inheritance	9807108	15240765		10/31/2017
Cyber threat monitor and control apparatuses, methods and systems	9749347	14945102		8/29/2017

Computer network attribute bilateral inheritance	9807108	15240765		10/31/2017
Methods and apparatus for analyzing asynchronous cyber-threat event data using discrete time intervals	9930059	15087517		3/27/2018
Apparatuses, methods and systems for a real-time cyber threat indicator verification mechanism	10027705			7/17/2018
Cyber threat monitor and control apparatuses, methods, and systems	10033754			7/24/2018
Methods and apparatus for efficient storage and processing of global and local cyber threat data in a distributed factor graph database	10469515			11/5/2019
APPARATUSES, METHODS AND SYSTEMS FOR A CYBER THREAT CONFIDENCE RATING VISUALIZATION AND EDITING USER INTERFACE	10511621			12/17/2019
Methods and apparatus of an immutable threat intelligence system	10614131			4/7/2020
Systems and Methods for Dynamic Zone Protection of Networks		17171442		2/9/2021
Systems and Methods for Monitoring and Securing Networks Using a Shared Buffer		17168392		2/5/2021

Low Latency Stateful Threat Detection and Mitigation		17209577		3/23/2021
Systems and Methods for Dynamic Zone Protection of Networks	11057415			7/6/2021

EXHIBIT C

Trademarks

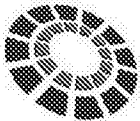
<u>Trademark</u>	<u>U.S. Serial Number</u>	<u>Filing Date</u>	<u>U.S. Registration Number</u>	<u>Registration Date</u>
	88342417	Mar-15-2019		
LOOKINGGLASS	86645239	May-29-2015	4867168	Dec-08-2015
SCOUTINTERXEC T	86400415	Sep-19-2014	5082702	Nov-15-2016
SCOUTPRIME	86970647	Apr-11-2016	5252016	Jul-25-2017
SCOUTSHIELD	88342415	Mar-15-2019	5878799	Oct-08-2019
SCOUTTHREAT	88342416	Mar-15-2019	6201176	Nov-17-2020
SCOUTVISION	85723242	Sep-07-2012	4328087	Apr-30-2013

EXHIBIT D

Mask Works

None.