

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gosecure, Inc.		08/17/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas bank association: TEXAS		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	90229170	GOSECURE TITAN	
Serial Number:	90229176	TITAN	
Registration Number:	5703038	DELIVERING THE WORLD'S SAFEST INBOXES	
Registration Number:	5865674	THE WORLD'S SAFEST INBOXES	
Serial Number:	88455832	GOSECURE	
Registration Number:	5664530	THREATTEST	
Registration Number:	4986200	GOSECURE	
Registration Number:	5205210	COUNTERTACK SENTINEL	
Registration Number:	4052055	EDGEWAVE	
Registration Number:	3999275	ACTIVE DEFENSE	
Registration Number:	3966438	INOCULATOR	
Registration Number:	4233535	EPRISM	
Registration Number:	4384728	COUNTERTACK	
Registration Number:	3977026	HBGARY	
Registration Number:	3238920	ST. BERNARD	
Registration Number:	3809469	DIGITAL DNA	
Registration Number:	3896047	RESPONDER	
Registration Number:	2488930	IPRISM	

OP \$465.00 90229170

CORRESPONDENCE DATA**Fax Number:** 7349302494*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:** 7349302488**Email:** ipfilings@bodmanlaw.com**Correspondent Name:** Susan M. Kornfield - Bodman PLC**Address Line 1:** 201 S. Division St.**Address Line 2:** Suite 400**Address Line 4:** Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	18730-1
NAME OF SUBMITTER:	Susan M. Kornfield
SIGNATURE:	/Susan M. Kornfield/
DATE SIGNED:	08/25/2021

Total Attachments: 6

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(GoSecure US)**

This Intellectual Property Security Agreement ("Agreement") is entered into as of August 17, 2021, between COMERICA BANK, a Texas banking association and authorized foreign bank under the *Bank Act (Canada)* ("Bank") and GOSECURE, INC., a Delaware corporation ("Debtor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Debtor, GoSecure Inc., a company existing under the *Canada Business Corporations Act* ("GoSecure"), GoSecure Atlantic Inc. / GoSecure Atlantique Inc., a company existing under the *Canada Business Corporations Act* ("Atlantic") GoSecure Canada Inc., a company existing under the *Canada Business Corporations Act* ("Canada", together with GoSecure and Atlantic, the "Co-Borrowers" and each a "Co-Borrower") in the amounts and manner set forth in that certain Loan Agreement, dated August 17, 2021, among Bank and Co-Borrowers (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein without definition are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Co-Borrowers, but only upon the condition, among others, that Debtor shall grant to Bank a security interest in its Intellectual Property Collateral, as defined in that certain Security Agreement executed by Debtor and dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement") to secure the Obligations.

C. Pursuant to the terms of the Security Agreement, Debtor has granted to Bank a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Intellectual Property 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 Obligations, Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Debtor grants and pledges to Bank a security interest in all of Debtor's right, title and interest in, to and under the 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 Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security 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 Security 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 Security 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.

Debtor represents and warrants that Exhibits A, B, and C attached hereto, as such Exhibits may be amended, restated, replaced or otherwise modified from time to time, set forth any and all intellectual property in connection to which Debtor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Debtor acknowledges and agrees that Bank may, in its sole discretion, amend this Agreement, without first obtaining Debtor's approval of or signature to such amendment, by amending Exhibits A, B and C hereto to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Debtor after the date hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtor no longer has or claims to have any right, title or interest.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement, and that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures.

[Signatures on following page]

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 Debtor:

13220 Evening Creek Drive South, Suite 107
San Diego, California 92128
Attn: Thalia Gietzen
Email: tgietzen@gosecure.net

DEBTOR:

GOSECURE, INC., a Delaware corporation

DocuSigned by:
By: Thalia Gietzen
119159141402463...

Name: Thalia Gietzen
Title: Chief Financial Officer

Address of Secured Party:

Comerica Bank
M/C 7578
39200 Six Mile Road
Livonia, MI 48152
Attn: National Documentation Services

SECURED PARTY:

COMERICA BANK

DocuSigned by:
By: DAVE SAMRA
F26315DA34EE463...

Name: Dave Samra
Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
GOSECURE TITAN	90/229170	10/01/20	N/A	N/A
TITAN	90/229176	10/01/20	N/A	N/A
DELIVERING THE WORLD'S SAFEST INBOXES	88/071694	8/9/18	5,703,038	3/19/19
THE WORLD'S SAFEST INBOXES	88/071670	8/9/18	5865674	9/24/19
GOSECURE	88/455832	6/1/19	N/A	N/A
THREATTEST	87/700829	11/29/17	5,664,530	1/29/19
GOSECURE	86/362636	8/11/14	4,986,200	6/28/16
COUNTERTACK SENTINEL	86/037492	8/14/13	5,205,210	5/16/17
EDGEWAVE	85/209754	1/4/2011	4,052,055	11/8/11
ACTIVE DEFENSE	85/017462	4/19/10	3,999,275	7/19/11
INOCULATOR	85/176193	11/13/10	3,966,438	5/24/11
EPRISM	85/568367	3/13/12	4,233,535	10/30/12
COUNTERTACK	85/471985	11/14/11	4,384,728	8/13/13
HBGARY	85/127367	9/10/10	3,977,026	6/14/11
ST. BERNARD	78/613844	4/21/05	3,238,920	5/8/07
DIGITAL DNA	77/762399	6/17/09	3,809,469	6/29/10
RESPONDER	77/840148	10/2/09	3,896,047	12/28/10
IPRISM	75/823687	10/15/99	2,488,930	9/11/01