

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM671602

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Level Structured Capital I, L.P.		07/13/2021	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Proofpoint, Inc.		
<b>Street Address:</b>	925 West Maude Ave.		
<b>City:</b>	Sunnyvale		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94085		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4698738	BEW GLOBAL	
<b>Registration Number:</b>	4702802	INTELISECURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<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>			
<b>Phone:</b>	212-735-2811		
<b>Email:</b>	mribando@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	One Manhattan West		
<b>Address Line 2:</b>	Monique L. Ribando		
<b>Address Line 4:</b>	New York, NEW YORK 10001-8602		
<b>ATTORNEY DOCKET NUMBER:</b>	231680/1		
<b>NAME OF SUBMITTER:</b>	Gabriella Manduca		
<b>SIGNATURE:</b>	/Gabriella Manduca/		
<b>DATE SIGNED:</b>	08/31/2021		
<b>Total Attachments: 4</b>			
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## RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of July 13, 2021 (the “Effective Date”), is made by Level Structured Capital I, L.P., a Delaware limited partnership, in its capacity as the agent for the Secured Parties (the “Agent”), in favor of Proofpoint, Inc. (as successor-in-interest to Intelisecure, Inc., the “Grantor”). Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement referred to below.

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of August 22, 2019, by and among the Grantor, the other grantors party thereto and the Agent (as amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, reference is made to that certain Intellectual Property Security Agreement (the “IP Security Agreement”), dated August 22, 2019, by the Grantor in favor of the Agent;

WHEREAS, under the terms of that Security Agreement, the Grantor, (i) as collateral security for the Secured Obligations, granted to the Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute that certain IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities;

WHEREAS, under the terms of that IP Security Agreement, the Grantor granted to the Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under (i) the Copyrights, Patents, Trademarks, and Trade Secrets, as each such capitalized term is defined in the IP Security Agreement, including, without limitation, the Trademark registrations and applications set forth on Schedule A and (ii) all licenses or agreements, whether written or oral, providing for the grant by or to Grantor of (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, (1) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright, (2) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (3) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (4) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (5) any and all proceeds of the foregoing (i) and (ii), collectively, the “IP Collateral”);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on August 26, 2019, at Reel/Frame 006729/0467; and

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest in and continuing lien on the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Release. The Agent hereby irrevocably releases, discharges, terminates and cancels all of its security interest in and continuing lien on the IP Collateral arising under the Security Agreement or the IP Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in, to, or under such IP Collateral under the Security Agreement or the IP Security Agreement, the Agent hereby

irrevocably re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

2. Termination. The Agent hereby terminates and cancels the IP Security Agreement.

3. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

4. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized representative as of the Effective Date:

**LEVEL STRUCTURED CAPITAL I, L.P.**

By: Level Structured Capital I (GP), L.P., its general partner

By: Level Structured Capital Associates I, LLC, its general partner

By: *Barry Osherow*

Name: Barry Osherow

Title: Authorized Signatory

[Signature Page to Release of Security Interest in Intellectual Property]

**SCHEDULE A**

Owner	Trademark	Jurisdiction	Application #	Application Date	Registration #	Registration Date
Intelisecure, Inc.	BEW Global	U.S.	-	-	4698738	3/10/15
Intelisecure, Inc.	Intelisecure	U.S.	-	-	4702802	3/17/15

[Schedule to Release of Security Interest in Intellectual Property]