

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM673057

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ONAPSIS INC.		09/07/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive, HF 150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4997406	ONAPSIS X1	
<b>Registration Number:</b>	4884513	ONAPSIS RESEARCH LABS	
<b>Registration Number:</b>	4884514	ONAPSIS SECURITY PLATFORM	
<b>Registration Number:</b>	4845177	ONAPSIS	
<b>Serial Number:</b>	90182293	ONAPSIS	
<b>Serial Number:</b>	90182297	BRI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1471525 TM		
<b>NAME OF SUBMITTER:</b>	Gwendolyn Meccas		
<b>SIGNATURE:</b>	/Gwendolyn Meccas/		
<b>DATE SIGNED:</b>	09/08/2021		

OP \$165.00 4997406

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of September 7, 2021 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **ONAPSIS INC.**, a Delaware corporation, with its principal place of business located at 101 Federal Street, Suite 1800, Boston, Massachusetts 02110 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and **VIRTUAL FORGE GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany and registered with the commercial register (*Handelsregister*) of the Mannheim local court (*Amtsgericht*) under HRB 700186 (jointly and severally, individually and collectively "Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof (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 its Copyrights, Trademarks, Patents and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank.

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 its Intellectual Property.

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 Borrower's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to 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 (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.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademarks or applications therefor, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.)

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.

3. Authorization. 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.

4. 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.

5. 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. Each party hereto may execute this

Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

6. 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.

7. 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts 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:

ONAPSIS INC.

By: DocuSigned by:  
*Mariano Nunez*  
2814C818AE63403...

Name: Mariano Nuñez di Croce

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By: DocuSigned by:  
*Chris Morrison*  
35B7F24FAB5C4ED...

Name: Chris Morrison

Title: Director

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A

N/A

N/A

EXHIBIT B

## Patents

<u>Description</u>	<u>Registration/Applicati on Number</u>	<u>Registration/Apppl ication Date</u>
Automatic impact detection after patch implementation with entry point finder	US10,719,609	2020-07-21
Checking for unnecessary privileges with entry point finder	US10,572,669	2020-02-25
System and method for real time detection and prevention of segregation of duties violations in business-critical applications	US10,257,228	2019-04-09
System and method for fast probabilistic querying role-based access control systems	US10,242,206	2019-03-26
System and method for automatic calculation of cyber-risk in business-critical applications	US9,923,917	2018-03-20
SYSTEM AND METHOD FOR DETECTING AND PREVENTING CHANGES IN BUSINESS-CRITICAL APPLICATIONS THAT MODIFY ITS STATE TO NON-SECURE AND/OR NON-COMPLIANT	US16387763A	2019-04-18
GENERATING RULES TO DETECT SECURITY VULNERABILITIES BASED ON VULNERABILITY PRIMITIVES WITH ENTRY POINT FINDER	US15675969A	2017-08-14
ENTRY POINT FINDER	US15676044A	2017-08-14
System and Method for Event-based Data Acquisition in Real-Time Applications	US15463192A	2017-03-20
SYSTEM AND METHOD FOR SCALABLE MULTI-APPLICATION USER ACCESS AND SEGREGATION OF DUTIES REVIEW	US63211759	2021-06-17
INTEGRATED BUSINESS APPLICATION PLATFORM	US17219319	2021-03-31
CYBER THREAT INTELLIGENCE FOR BUSINESS MISSION CRITICAL APPLICATIONS	US63170737	2021-04-05
SYSTEM AND METHOD FOR A SCALABLE DYNAMIC ANOMALY DETECTOR	US63212790	2021-06-21



EXHIBIT C

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ONAPSIS	<b>App</b> 90182293	<b>App</b> 15-SEP-2020
BRI	<b>App</b> 90182297	<b>App</b> 15-SEP-2020
"ONAPSIS X1"	<b>Reg</b> 4997406	<b>Reg</b> 12-JUL-2016
ONAPSIS RESEARCH LABS	<b>Reg</b> 4884513	<b>Reg</b> 12-JAN-2016
ONAPSIS SECURITY PLATFORM	<b>Reg</b> 4884514	<b>Reg</b> 12-JAN-2016
ONAPSIS	<b>Reg</b> 4845177	<b>Reg</b> 03-NOV-2015

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A

N/A

N/A