

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678798

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COFENSE BIDCO CORPORATION		09/19/2021	Corporation: DELAWARE
COFENSE INC.		09/19/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ORIX GROWTH CAPITAL, LLC, as Administrative Agent
Street Address:	1717 Main Street, Suite 1100
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	6420262	CLOUDSEEKER
Registration Number:	5852313	COFENSE
Registration Number:	6380608	COFENSE
Registration Number:	5835981	COFENSE
Registration Number:	5922335	COFENSE VISION
Serial Number:	88140107	NOISE REDUCTION
Registration Number:	5830498	PHISHING DEFENSE CENTER
Registration Number:	5231792	PHISHME
Registration Number:	3477730	PHISHME
Registration Number:	4780220	PHISHME
Registration Number:	4780219	PHISHME REPORTER
Registration Number:	5334954	PHISHME SIMULATOR
Registration Number:	4793445	PROTECT YOUR BRAND
Registration Number:	4793446	PROTECT YOUR NETWORK
Registration Number:	5890269	RESPONSIVE DELIVERY
Registration Number:	4794642	THREATHQ
Registration Number:	5922334	WHO ELSE

OP \$440.00 6420262

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 2023704750**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Andrew Hackett**Address Line 1:** 1025 Connecticut Ave NW, Suite 712**Address Line 2:** COGENCY GLOBAL**Address Line 4:** Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1493580
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	10/04/2021

Total Attachments: 11

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of September 19, 2021 (the "Effective Date") by and among ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company, as Administrative Agent for the Lenders described below (the "Administrative Agent"), COFENSE INC., a Delaware corporation, and COFENSE BIDCO CORPORATION, a Delaware corporation (each a "Grantor" and collectively, the "Grantors").

RECITALS

A. The Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among, the Administrative Agent, the Lenders and Grantors 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). The Lenders are willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to Administrative Agent a security interest in all of Grantors' Intellectual Property to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantors have granted to the Administrative Agent for the benefit of the Lenders a security interest in all of Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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, Grantors hereby represent, warrant, covenant and agree as follows:

AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, Grantors grant and pledge to Administrative Agent for the benefit of the Lenders a security interest in all of each Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Schedules 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. Notwithstanding the foregoing, the Collateral shall not include any "intent-to-use" trademark at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.
2. Each Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by such Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by such Grantor which are registered with the United States Patent and Trademark Office, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by such Grantor which are registered with the United States Patent and Trademark Office.
3. No Grantor shall, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing the Administrative Agent with at least five (5) days

prior written notice thereof, (ii) providing the Administrative Agent with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Administrative Agent may reasonably request from time to time to perfect or continue the perfection of Administrative Agent's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by such Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Administrative Agent identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of the Administrative Agent.

4. The security interest granted herein is granted in conjunction with the security interest granted to the Administrative Agent under the Loan Agreement. The rights and remedies of the Administrative Agent 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 the Administrative Agent as a matter of law or equity. Each right, power and remedy of the Administrative Agent 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 the Administrative Agent of any one or more of the rights, powers or remedies provided for in this 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 the Administrative Agent, of any or all other rights, powers or remedies.
5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Administrative Agent and each Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that the Administrative Agent and the Lenders shall retain all rights arising under Federal law.
6. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement.

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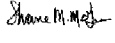
IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

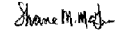
Address of Grantors:

1602 Village Market Boulevard, South East
Suite 200
Leesburg, VA 20175
Attn: CFO

COFENSE INC.

DocuSigned by:

By: _____
Name: Shane McGee
Title: Chief Privacy Officer, General Counsel and Secretary

COFENSE BIDCO CORPORATION

DocuSigned by:

By: _____
Name: Shane McGee
Title: Secretary

ADMINISTRATIVE AGENT:

ORIX GROWTH CAPITAL, LLC

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201
Attn: General Counsel

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

Address of Grantors:

1602 Village Market Boulevard, South East
Suite 200
Leesburg, VA 20175
Attn: CFO

COFENSE INC.

By: _____
Name: Shane McGee
Title: Chief Privacy Officer, General Counsel and
Secretary

COFENSE BIDCO CORPORATION

By: _____
Name: Shane McGee
Title: Secretary

ADMINISTRATIVE AGENT:

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201
Attn: General Counsel

ORIX GROWTH CAPITAL, LLC

By:  _____
Name:
Title: Mark Campbell
Authorized Representative

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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TRADEMARK
REEL: 007442 FRAME: 0167

SCHEDULE A

Copyrights

Work: Cofense Triage v. 1.18
Registration No.: TX 8-860-233
Copyright Claimant: Cofense Inc.

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TRADEMARK
REEL: 007442 FRAME: 0168

SCHEDULE B
Trademarks

Jurisdiction	Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date
US	CLAUDSEKER	Registered	87/943849	31-May-18	6430262	13-Jul-21
Australia	COFFENSE	Registered	A0076204	29-Mar-18	1425229	29-May-18
Canada	COFFENSE	Registered	1889160	20-Mar-18	TMA1068077	6-Jan-20
Switzerland	COFFENSE	Registered	A0076204	29-May-18	1425229	29-May-18
China	COFFENSE	Registered	31202990	28-Mar-18	31202990	7-Jul-19
European Union	COFFENSE	Registered	A0076204	29-May-18	1425229	29-May-18
United Kingdom	COFFENSE	Registered	UK0080A0076204	29-May-18	UK00801425229	29-May-18
Intl. Reg. Only	COFFENSE	Registered	A0076204	29-Mar-18	1425229	29-May-18
Singapore	COFFENSE	Registered	A0076204	29-May-18	1425229	29-May-18
US	COFFENSE	Registered	87/697407	27-Nov-17	5852313	3-Sep-19
Australia	COFFENSE & Circles Design	Registered	A0076298	31-May-18	1418141	31-May-18
Canada	COFFENSE & Circles Design	Registered	1900955	25-May-18	TMA1068072	6-Jan-20
Switzerland	COFFENSE & Circles Design	Registered	A0076298	31-May-18	1418141	31-May-18
China	COFFENSE & Circles Design	Registered	31202991	28-Mar-18	31202991	7-Jul-19
European Union	COFFENSE & Circles Design	Registered	A0076298	31-May-18	1418141	31-May-18
United Kingdom	COFFENSE & Circles Design	Registered	UK0080A0076298	31-May-18	UK00801418141	31-May-18
Intl. Reg. Only	COFFENSE & Circles Design	Registered	A0076298	31-May-18	1418141	31-May-18
Singapore	COFFENSE & Circles Design	Registered	A0076298	31-May-18	1418141	31-May-18
US	COFFENSE & Circles Design	Registered	87/734215	26-Dec-17	6380608	8-Jun-21

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US	COPENSE & Creter Design	Registered	87/981443	26-Dec-17	5835981	13-Aug-19
European Union	COPENSE VISION	Registered	A0084684	1-Apr-19	1465284	1-Apr-19
United Kingdom	COPENSE VISION	Registered	UK008A0084684	1-Apr-19	UK00801465284	1-Apr-19
Intl. Reg. Only	COPENSE VISION	Registered	A0084684	1-Apr-19	1465284	1-Apr-19
US	COPENSE VISION	Registered	88/140208	2-Oct-18	5922335	26-Nov-19
US	NOISE REDUCTION	Allowed	88/140107	2-Oct-18		
US	PHISHING DEFENSE CENTER	Registered	88/781042	11-Apr-19	5830498	6-Aug-19
Australia	PHISHME	Registered	1772759	25-May-16	1772759	25-May-16
Canada	PHISHME	Registered	1771164	7-Mar-16	TM4A963771	23-Feb-17
European Union	PHISHME	Registered	12539243	28-Jan-14	12539243	23-Jun-14
United Kingdom	PHISHME	Registered	UK00912539243	28-Jan-14	UK00912539243	23-Jun-14
US	PHISHME	Registered	87/220910	31-Oct-16	5231792	27-Jun-17
US	PHISHME	Registered	77/24741	9-Jul-07	3477730	29-Jul-08
Switzerland	PHISHME & Design	Registered	556312015	13-Oct-15	680271	10-Nov-15
European Union	PHISHME & Design	Registered	12998787	16-Jun-14	12998787	3-Nov-14
United Kingdom	PHISHME & Design	Registered	UK00912998787	16-Jun-14	UK00912998787	3-Nov-14
US	PHISHME & Design	Registered	86/296503	30-May-14	4780220	28-Jul-15
Australia	PHISHME REPORTER	Registered	A0066184	7-Apr-17	1354133	7-Apr-17
European Union	PHISHME REPORTER	Registered	A0066184	7-Apr-17	1354133	7-Apr-17
European Union	PHISHME REPORTER	Registered	12998639	16-Jun-14	12998639	11-Mar-14

United Kingdom	PHISHME REPORTER	Registered	UK0098A0066184	7-Apr-17	UK00801354133	7-Apr-17
United Kingdom	PHISHME REPORTER	Registered	UK00912998639	16-Jan-14	UK00912998639	11-Mar-14
US	PHISHME REPORTER	Registered	86/296496	30-May-14	4780219	28-Jul-15
Intl. Reg. Only	PHISHME REPORTER	Registered	A0066184	7-Apr-17	1354133	7-Apr-17
Australia	PHISHME SIMULATOR	Registered	A0066486	20-Apr-17	1354139	20-Apr-17
European Union	PHISHME SIMULATOR	Registered	A0066486	20-Apr-17	1354139	20-Apr-17
United Kingdom	PHISHME SIMULATOR	Registered	UK008A0066486	20-Apr-17	UK009801354139	20-Apr-17
US	PHISHME SIMULATOR	Registered	87/413820	17-Apr-17	5334954	14-Nov-17
Intl. Reg. Only	PHISHME SIMULATOR	Registered	A0066486	20-Apr-17	1354139	20-Apr-17
US	PROTECT YOUR BRAND	Registered	86/420587	10-Oct-14	4793445	18-Aug-15
US	PROTECT YOUR NETWORK	Registered	86/420654	10-Oct-14	4793446	18-Aug-15
US	RESPONSIVE DELIVERY	Registered	88/381047	11-Apr-19	5890269	22-Oct-19
US	THREATIQ	Registered	86/498900	8-Jan-15	4794642	18-Aug-15
US	WHO ELSE	Registered	88/140109	2-Oct-18	5922334	26-Nov-19

SCHEDULE C

Patents

App. No.	Title	Application Date	Issue/Pub Date	Patent/Pub No.	Status	Owner of Record
Platform 16/801,130	MESSAGE PLATFORM FOR AUTOMATED THREAT SIMULATION, REPORTING, DETECTION, AND REMEDIATION	2/25/2020	1/21/2021	2021-0021612	Allowed	pending recordation
Triage 14/986,515	SUSPICIOUS MESSAGE PROCESSING AND INCIDENT RESPONSE	12/31/2015	2/27/2018	9,906,539	Issued	Cofense
15/584,002	SUSPICIOUS MESSAGE PROCESSING AND INCIDENT RESPONSE	5/1/2017	2/27/2018	9,906,554	Issued	Cofense
15/905,784	SUSPICIOUS MESSAGE PROCESSING AND INCIDENT RESPONSE	2/26/2018	5/21/2019	10,298,602	Issued	Cofense
16/418,973	SUSPICIOUS MESSAGE REPORT PROCESSING AND THREAT RESPONSE	5/21/2019	8/6/2019	10,375,093	Issued	Cofense
16/532,449	SUSPICIOUS MESSAGE REPORT PROCESSING AND THREAT RESPONSE	8/5/2019	11/28/2019	2019-0364061	Allowed	pending recordation
PCT/US2016/026817	MESSAGE REPORT PROCESSING AND THREAT PRIORITIZATION	4/8/2016	10/13/2016	WO2016164844	EPO/IL/AUS/CA Filed	Cofense
IL 254869	MESSAGE REPORT PROCESSING AND THREAT PRIORITIZATION	4/8/2016	n/a	n/a	Allowed	Cofense
EPO 16777441.3	MESSAGE REPORT PROCESSING AND THREAT PRIORITIZATION	11/9/2017	n/a	EP3281144A1	Granted: Validated in Germany, The United Kingdom, and The Netherlands	Cofense
CA 2,981,864	MESSAGE REPORT PROCESSING AND THREAT PRIORITIZATION	4/8/2016	n/a	n/a	Pending	Cofense

AUS 2016246074	MESSAGE REPORT PROCESSING AND THREAT PRIORITIZATION	4/8/2016	10/20/2020	2016246074	Accepted (Granted)	Cofense
Reporter 13/763,538	COLLABORATIVE PHISHING ATTACK DETECTION	2/8/2013	2/2/2016	9,253,207	Issued	Cofense
13/785,252	COLLABORATIVE PHISHING ATTACK DETECTION	3/5/2013	5/6/2014	8,719,940	Issued	Cofense
13/918,702	COLLABORATIVE PHISHING ATTACK DETECTION	6/14/2013	7/19/2016	9,398,038	Issued	Cofense
13/958,480	COLLABORATIVE PHISHING ATTACK DETECTION	8/2/2013	5/31/2016	9,356,948	Issued	Cofense
14/620,245	COLLABORATIVE PHISHING ATTACK DETECTION	2/12/2015	4/26/2016	9,325,730	Issued	Cofense
15/138,188	COLLABORATIVE PHISHING ATTACK DETECTION	4/25/2016	3/7/2017	9,591,017	Issued	Cofense
15/418,709	COLLABORATIVE PHISHING ATTACK DETECTION	1/28/2017	6/6/2017	9,674,221	Issued	Cofense
15/583,970	COLLABORATIVE PHISHING ATTACK DETECTION	5/1/2017	1/22/2019	10,187,407	Issued	Cofense
16/253,196	COLLABORATIVE PHISHING ATTACK DETECTION	1/21/2019	10/27/2020	10,819,744	Issued	Cofense
Email Privacy 14/160,443	METHODS AND SYSTEMS FOR PREVENTING MALICIOUS USE OF PHISHING SIMULATION RECORDS	1/21/2014	2/16/2016	9,262,629	Issued	Cofense
14/223,820	METHODS AND SYSTEMS FOR PREVENTING MALICIOUS USE OF PHISHING SIMULATION RECORDS	3/24/2014	12/9/2014	8,910,287	Issued	Cofense
Benchmarking 13/763,515	PERFORMANCE BENCHMARKING FOR SIMULATED PHISHING ATTACKS	2/8/2013	2/24/2015	8,966,637	Issued	Cofense

13/785,215	PERFORMANCE BENCHMARKING FOR SIMULATED PHISHING ATTACKS	3/5/2013	1/21/2014	8,635,703	Issued	Cofense
14/630,367	PERFORMANCE BENCHMARKING FOR SIMULATED PHISHING ATTACKS	2/24/2015	1/26/2016	9,246,936	Issued	Cofense
15/006,030	PERFORMANCE BENCHMARKING FOR SIMULATED PHISHING ATTACKS	1/25/2016	5/30/2017	9,667,645	Issued	Cofense
Sequential						
13/763,486	SIMULATED PHISHING ATTACK WITH SEQUENTIAL MESSAGES	2/08/2013	6/9/2015	9,053,326	Issued	Cofense
13/785,127	SIMULATED PHISHING ATTACK WITH SEQUENTIAL MESSAGES	3/5/2013	12/24/2013	8,615,807	Issued	Cofense