

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virtru Corporation		10/06/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	1000 Wilson Boulevard, Suite 2110		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6155588	PRIVACY, SECURED.	
Registration Number:	4782425	VIRTRU	
Registration Number:	4297606	VIRTRUE	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Connecticut Ave., NW, Suite 712		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1494925 TM		
NAME OF SUBMITTER:	ANDREW NASH		
SIGNATURE:	/ANDREW NASH/		
DATE SIGNED:	10/06/2021		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of October 6, 2021 by and between SILICON VALLEY BANK, a California corporation (“Bank”), and VIRTRU CORPORATION, a Delaware corporation (“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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of October 26, 2017 (as the same may from time to time be further amended, modified, supplemented or restated, including, without limitation, by that certain First Amendment to Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of March 31, 2019 and that certain Second Amendment to Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of January 8, 2021, collectively, 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 (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.

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.

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 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).

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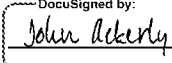
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

1130 Connecticut Avenue, NW, Suite 210
Washington, DC 20036
John Ackerly, CEO

VIRTRU CORPORATION

By:  _____
DocuSigned by:
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Name: John Ackerly

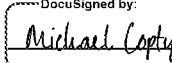
Title: CEO

BANK:

Address:

1000 Wilson Boulevard, Suite 2110
Arlington, Virginia 22209
Michael Copty, Managing Director

SILICON VALLEY BANK

By:  _____
DocuSigned by:
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Name: Michael Copty

Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 007445 FRAME: 0047

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Methods and systems for distributing encrypted cryptographic data	11,044,239 16/689,113	6/22/2021 11/20/2019
Methods and systems for distributing encrypted cryptographic data	10,523,646 15/238,752	12/31/2019 8/17/2016
Methods and systems for generating probabilistically searchable messages	10,114,900 15/073,933	10/30/2018 3/18/2016
Methods and systems for enforcing, by a kernel driver, a usage restriction associated with encrypted data	9,710,659 14/834,461	7/18/2018 8/25/2015
Methods and systems for distributing cryptographic data to authenticated recipients	9,578,021 14/949,087	2/21/2017 11/23/2015
Methods and systems for decrypting an encrypted portion of a uniform resource identifier	9,577,989 14/645,887	2/12/2017 3/12/2015
Methods and systems for distributing cryptographic data to trusted recipients	9,225,709 14/489,604	12/29/2015 9/15/2014
Methods and systems for distributing cryptographic data to authenticated recipients	8,874,902 14/064,274	10/28/2014 10/28/2013
METHODS AND SYSTEMS FOR SECURING CONTAINERIZED APPLICATIONS	17/184364 20210281548	2/24/2021 9/9/2021
METHODS AND SYSTEMS FOR DISTRIBUTING ENCRYPTED CRYPTOGRAPHIC DATA	17/324339 20210273930	5/19/2021 9/2/2021
Methods and Systems for Restricting Data Access Based on Properties of At Least One of a Process and a Machine Executing the Process	16/750950 20200242267	1/23/2020 7/30/2020
METHODS AND SYSTEMS FOR GENERATING PROBABILISTICALLY SEARCHABLE MESSAGES	16/142367 20190026363	9/26/2018 1/24/2019
METHODS AND SYSTEMS FOR ENFORCING, BY A KERNEL DRIVER, A USAGE RESTRICTION ASSOCIATED WITH ENCRYPTED DATA	15/623475 20170286699	6/15/2017 10/5/2017

METHODS AND SYSTEMS FOR GENERATING PROBABILISTICALLY SEARCHABLE MESSAGES	15/073933 20160283600	3/18/2016 9/29/2016
METHODS AND SYSTEMS FOR DISTRIBUTING CRYPTOGRAPHIC DATA TO AUTHENTICATED RECIPIENTS	14/949087 20160119335	11/23/2015 4/28/2016
Methods and Systems for Distributing Cryptographic Data to Authenticated Recipients	8589673 13/340732	11/19/2013 12/30/2011

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PRIVACY, SECURED.	6155588	9/15/2020
VIRTRU	4782425	7/28/2015
VIRTRUE	4297606	3/5/2013

