

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686051

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RiskSense, Inc.		10/26/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as collateral agent
Street Address:	900 W. Trade Street
Internal Address:	Gateway Village - 900 Building
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5715516	KOADIC
Registration Number:	5713808	DABOMB
Registration Number:	5166539	MAKING THE IMPOSSIBLE, POSSIBLE
Registration Number:	5180156	RISKSENSE
Registration Number:	5180157	RISKSENSE SECURITY SCORE
Registration Number:	5166172	RISKSENSE
Registration Number:	5180160	TRANSFORMING CYBER RISK MANAGEMENT
Registration Number:	4376429	RISKSENSE
Registration Number:	5284753	A NEW ERA IN CYBER SECURITY

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

TRADEMARK

Address Line 4:	Washington, D.C. 20006
ATTORNEY DOCKET NUMBER:	27280.00108
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	11/05/2021
Total Attachments: 6 source=Ivanti (RiskSense Joinder) - 2nd Lien - IPSA Supplement (Oct-26-21)_(80799405_2)#page1.tif source=Ivanti (RiskSense Joinder) - 2nd Lien - IPSA Supplement (Oct-26-21)_(80799405_2)#page2.tif source=Ivanti (RiskSense Joinder) - 2nd Lien - IPSA Supplement (Oct-26-21)_(80799405_2)#page3.tif source=Ivanti (RiskSense Joinder) - 2nd Lien - IPSA Supplement (Oct-26-21)_(80799405_2)#page4.tif source=Ivanti (RiskSense Joinder) - 2nd Lien - IPSA Supplement (Oct-26-21)_(80799405_2)#page5.tif source=Ivanti (RiskSense Joinder) - 2nd Lien - IPSA Supplement (Oct-26-21)_(80799405_2)#page6.tif	

SECOND LIEN INTELLECTUAL PROPERTY AGREEMENT SUPPLEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this “IP Security Agreement Supplement”) dated October 26, 2021, is made by the Person listed on the signature page hereof (the “Grantor”) in favor of Bank of America, N.A., as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS Ivanti Software, Inc., a Delaware corporation (the “Borrower”) and Ivanti Intermediate Holdings, LLC, a Delaware limited liability company (“Holdings”) have entered into the Second Lien Credit Agreement dated as of December 1, 2020 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto and Bank of America, N.A., as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantors have executed and delivered or otherwise become bound by that certain Second Lien Security Agreement dated December 1, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and that certain Second Lien Intellectual Property Security Agreement dated December 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of such Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the USPTO and/or the USCO, as applicable.

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

A. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “Additional Collateral”):

a. the patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);

b. the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest

therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademark Collateral”);

c. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

d. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

e. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Additional Collateral or arising from any of the foregoing; provided that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (e), the security interest created hereby shall not extend to, and the term “Additional Collateral” shall not include any Excluded Property.

B. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

C. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

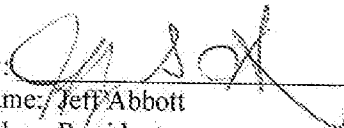
D. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable officer record this IP Security Agreement Supplement.

E. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. SECTION 10.15 (*GOVERNING LAW; JURISDICTION*), SECTION 10.16 (*SERVICE OF PROCESS*) AND SECTION 10.17 (*WAIVER OF RIGHT TO TRIAL BY JURY*) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

RISKSENSE, INC.,
a Delaware corporation,


By: 
Name: Jeff Abbott
Title: President

[Signature Page to Second Lien IP Security Supplement]

SCHEDULE A

1. U.S. Trademark Registrations and Applications

1. Registered Trademarks

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
KOADIC	US	88136349 28-SEP-2018	5715516 02-APR-2019	Registered	RiskSense, Inc.
DABOMB	US	88073676 10-AUG-2018	5713808 02-APR-2019	Registered	RiskSense, Inc.
MAKING THE IMPOSSIBLE, POSSIBLE	US	87193433 05-OCT-2016	5166539 21-MAR-2017	Registered	RiskSense, Inc.
RISKSENSE and design 	US	87139731 16-AUG-2016	5180156 11-APR-2017	Registered	RiskSense, Inc.
RISKSENSE SECURITY SCORE	US	87139743 16-AUG-2016	5180157 11-APR-2017	Registered	RiskSense, Inc.
RISKSENSE and design 	US	87139749 16-AUG-2016	5166172 21-MAR-2017	Registered	RiskSense, Inc.
TRANSFORMIN G CYBER RISK MANAGEMENT	US	87139757 16-AUG-2016	5180160 11-APR-2017	Registered	RiskSense, Inc.
RISKSENSE	US	85810063 24-DEC-2012	4376429 30-JUL-2013	Registered	RiskSense, Inc.
A NEW ERA IN CYBER SECURITY	US	87308345 20-JAN-2017	5284753 12-SEP-2017	Registered	RiskSense, Inc.

2. Trademark Applications

None.

2. U.S. Patents and Patent Applications

1. Issued Patents

Title	Country	App. No./ Filing Date Pub. No./ Pub. Date	Patent No./ Issue Date	Status	Current Owner of Record
Complex Application Attack Quantification, Testing, Detection and Prevention	US	16/932,546 17-JUL-2020 2020-0351298 05-NOV-2020	11,050,778 29-JUN-2021	Granted	RiskSense, Inc.
Computationally Intelligent Agents for Distributed Intrusion Detection System and Method of Practicing S	US	10/413,462 14-APR-2003 2004-0215972 28-OCT-2004	7,941,855 10-MAY-2011	Granted	RiskSense, Inc.

2. Patent Applications

Title	Country	App. No./ Filing Date Pub. No./ Pub. Date	Patent No./ Issue Date	Status	Current Owner of Record
Complex Application Attack Quantification, Testing, Detection and Prevention	US	16/963,105 17-JUL-2020 2020-0396244 17-DEC-2020	—	Pending	RiskSense, Inc.
Complex Application Attack Quantification, Testing, Detection and Prevention	US	16/932,513 17-JUL-2020 2020-0356663 12-NOV-2020	—	Pending	RiskSense, Inc.
Scoring Application Vulnerabilities	US	63/196,535 03-JUN-2021		Pending	RiskSense, Inc.
Predicting And Quantifying Weaponization Of Software Weaknesses	US	17/098,074 13-NOV-2020			

3. U.S. Copyright Registrations

None.