

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ecrime Management Strategies, Inc.		01/27/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Collateral Agent		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5337975		
Registration Number:	5489201	PHISHLABS	
Registration Number:	5468718	BRANDPROTECT	
Registration Number:	5392270	BEYOND THE PERIMETER	
Registration Number:	5307105	BRANDSMART	
Registration Number:	5307104	THREATSMART	
Registration Number:	4778775	BANKSMART	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	038507-0832		
NAME OF SUBMITTER:	Rhonda DeLeon		

OP \$190.00 5337975

SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	01/28/2022
Total Attachments: 10 source=Projects Kodiak Eagle - Second Lien IP Security Agreement Executed#page1.tif source=Projects Kodiak Eagle - Second Lien IP Security Agreement Executed#page2.tif source=Projects Kodiak Eagle - Second Lien IP Security Agreement Executed#page3.tif source=Projects Kodiak Eagle - Second Lien IP Security Agreement Executed#page4.tif source=Projects Kodiak Eagle - Second Lien IP Security Agreement Executed#page5.tif source=Projects Kodiak Eagle - Second Lien IP Security Agreement Executed#page6.tif source=Projects Kodiak Eagle - Second Lien IP Security Agreement Executed#page7.tif source=Projects Kodiak Eagle - Second Lien IP Security Agreement Executed#page8.tif source=Projects Kodiak Eagle - Second Lien IP Security Agreement Executed#page9.tif source=Projects Kodiak Eagle - Second Lien IP Security Agreement Executed#page10.tif	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), dated January 27, 2022, is among each of the Persons listed on the signature pages hereof (each, a “**Grantor**”) and Golub Capital Markets LLC, as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, HS Purchaser, LLC, a Delaware limited liability company (“**HS Purchaser**”), Help/Systems Holdings, Inc., a Delaware corporation (“**Help/Systems Holdings**”), and together with HS Purchaser and each other Person from time to time party thereto as a Co-Borrower, collectively, the “**Borrowers**”), and HS Intermediate, LLC, a Delaware limited liability company (“**Holdings**”), have entered into that Second Lien Credit Agreement, dated as of November 19, 2019 (as amended, restated, amended and restated, supplemented, extended, 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 Golub Capital Markets LLC (as successor to Jefferies Finance LLC), as Administrative Agent, 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, as a condition precedent to the making of the Loans by the Lenders from time to time, each Grantor has executed and delivered a Second Lien Security Agreement Supplement, dated as of the date hereof (the “**Supplement**”), that supplements that certain Second Lien Security Agreement, dated as of November 19, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, including by the Supplement, the “**Security Agreement**”), among the grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed thereunder to execute this IP Security Agreement 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, each 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 and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “**Collateral**”):

a. all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “**Patents**”);

b. all trademark and service mark registrations and applications, including, without limitation, those 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 “**Trademarks**”);

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);

d. 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 each Grantor accruing thereunder or pertaining thereto;

e. 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

f. 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 Collateral of or arising from any of the foregoing; provided that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, extended, 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 secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 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 and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc.

1. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

2. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

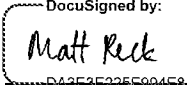
3. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE 2 OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

4. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

5. EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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

**ECRIME MANAGEMENT STRATEGIES,
INC.,** a Delaware Corporation

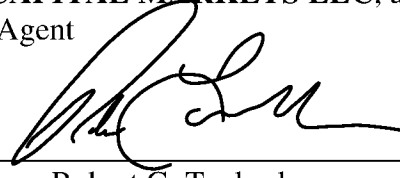
By: 
Name: Matthew Reck
Title: Chief Financial Officer
Very truly yours,

DIGITAL GUARDIAN, LLC, a Delaware
Limited Liability Company

By: 
Name: Matthew Reck
Title: Chief Financial Officer

GOLUB CAPITAL MARKETS LLC, as
Collateral Agent

By:



Name: Robert G. Tuchscherer
Title: Senior Managing Director

SCHEDULE A

PATENTS

REGISTERED U.S. PATENTS:

Patent	Registration Number	Registration Date	Owner
Security system for detection and mitigation of malicious communications	10,708,297	7/7/2020	Ecrime Management Strategies, Inc. d/b/a PhishLabs
Managed distribution of digital assets	7,814,021	10/12/2010	Digital Guardian LLC
Digital asset usage accountability via event journaling	7,472,272	12/30/2008	Digital Guardian LLC
Identifying history of modification within large collections of unstructured data	7,490,116	2/10/2009	Digital Guardian LLC
Identifying similarities within large collections of unstructured data	6,947,933	9/20/2005	Digital Guardian LLC
Adaptive transparent encryption	7,100,047	8/29/2006	Digital Guardian LLC
Pre-emptive anti-virus protection of computing systems	7,712,135	5/4/2010	Digital Guardian LLC
Adaptive Transparent Encryption	7,409,547	8/5/2008	Digital Guardian LLC
Digital asset usage accountability via event journaling	7,934,091	4/26/2011	Digital Guardian LLC
Enhanced document and event mirroring for accessing internet content	9,489,356	11/8/2016	Digital Guardian LLC
Systems and methods for generating policies for an application using a virtualized environment	9,977,896	5/22/2018	Digital Guardian LLC
Systems and methods of protecting data from injected malware	10,614,210	4/7/2020	Digital Guardian LLC
Systems and methods of protecting data from malware processes	10,929,537	2/23/2021	Digital Guardian LLC

Enhanced document and event mirroring for accessing internet content	10,798,127	10/6/2020	Digital Guardian LLC
Systems and methods for defining and securely sharing objects in preventing data breach or exfiltration	10,803,204	10/13/2020	Digital Guardian LLC
Systems and methods for generating policies for an application using a virtualized environment	10,528,723	1/7/2020	Digital Guardian LLC
Systems and methods for multi-event correlation	11,016,826	5/25/2021	Digital Guardian LLC
Application Instrumentation And Monitoring	7,496,575	02/24/2009	Digital Guardian LLC

U.S. PATENT APPLICATIONS:


Patent	Publication Number	Application Number	Application Date	Owner
Security system for detection and mitigation of malicious communications	20200296116	16/886,137	05/28/2020	Ecrime Management Strategies, Inc. d/b/a PhishLabs
Systems and methods for identifying potential misuse or exfiltration of data	20190108355	15/728,137	10/09/2017	Digital Guardian LLC
Systems and methods for identifying personal identifiers in content	20190180049	15/837,172	12/11/2017	Digital Guardian LLC
Systems and methods for identifying content types for data loss prevention	20190180048	15/837,168	12/11/2017	Digital Guardian LLC
Systems and methods for determining a likelihood of an	20190251251	15/896,333	02/14/2018	Digital Guardian LLC

existence of malware on an executable				
Systems and methods for tracking risk on data maintained in computer networked environments	20200382543	16/424,194	05/28/2019	Digital Guardian LLC
Systems and methods for investigating potential incidents across entities in networked environments	20210203567	16/729,115	12/27/2019	Digital Guardian LLC
Systems and methods of protecting data from injected malware	20200250300	16/839,550	04/03/2020	Digital Guardian LLC
Systems and methods for defining and securely sharing objects in preventing data breach or exfiltration	20210026992	17/068,460	10/12/2020	Digital Guardian LLC
Systems and methods for multi-event correlation	20210279117	17/327,663	05/21/2021	Digital Guardian LLC
Systems And Methods For Tracing Data Across File-Related Operations	20210200888	16/731,726	12/31/2019	Digital Guardian LLC

SCHEDULE B

TRADEMARKS

REGISTERED U.S. TRADEMARKS:

MARK	REGISTRATION NO. / APPLICATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
	5,337,975 87/083,095 United States	June 24, 2016 November 21, 2017	Ecrime Management Strategies, Inc.	Registered
PHISHLABS	5,489,201 87/083,081 United States	June 24, 2016 June 12, 2018	Ecrime Management Strategies, Inc.	Registered
BRANDPROTECT	5,468,718 87/636,918 United States	October 6, 2017 May 15, 2018	Ecrime Management Strategies, Inc.	Registered
BEYOND THE PERIMETER	5,392,270 86/770,092 United States	September 28, 2015 January 30, 2018	Ecrime Management Strategies, Inc.	Registered
BRANDSMART	5,307,105 86/770,214 United States	September 28, 2015 October 10, 2017	Ecrime Management Strategies, Inc.	Registered
THREATSMART	5,307,104 86/770,132 United States	September 28, 2015 October 10, 2017	Ecrime Management Strategies, Inc.	Registered
BANKSMART	4,778,775 86/328,208 United States	July 3, 2014 July 21, 2015	Ecrime Management Strategies, Inc.	Registered
DIGITAL GUARDIAN	4,258,056 78/227,169 United States	March 18, 2003 December 11, 2012	Digital Guardian LLC	Registered
VERDASYS	2,968,543 78/291,716 United States	August 25, 2003 July 12, 2005	Digital Guardian LLC	Registered

U.S. TRADEMARK APPLICATIONS

None.

SCHEDULE C

COPYRIGHTS

REGISTERED U.S. COPYRIGHTS:

None.

U.S. COPYRIGHT APPLICATIONS:

None.