

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		06/22/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Digital Guardian, Inc.		
Street Address:	860 Winter St.		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4258056	DIGITAL GUARDIAN	
Registration Number:	3602365	GOODWARE	
Registration Number:	2968543	VERDASYS	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	6124927707		
Email:	enewby@fredlaw.com		
Correspondent Name:	Emma Newby		
Address Line 1:	200 South Sixth Street		
Address Line 2:	Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	051940.0029		
NAME OF SUBMITTER:	Emma Newby		
SIGNATURE:	/Emma Newby/		
DATE SIGNED:	01/31/2022		
Total Attachments: 24			
source=SVB - 5612-0949#page1.tif			
source=SVB - 5612-0949#page2.tif			

OP \$90.00 4258056

source=SVB - 5612-0949#page3.tif
source=SVB - 5612-0949#page4.tif
source=SVB - 5612-0949#page5.tif
source=SVB - 5612-0949#page6.tif
source=SVB - 5612-0949#page7.tif
source=SVB - 5612-0949#page8.tif
source=SVB - 5612-0949#page9.tif
source=SVB - 5612-0949#page10.tif
source=SVB - 5612-0949#page11.tif
source=SVB - 5612-0949#page12.tif
source=SVB - 5612-0949#page13.tif
source=SVB - 5612-0949#page14.tif
source=SVB - 5612-0949#page15.tif
source=SVB - 5612-0949#page16.tif
source=SVB - 5612-0949#page17.tif
source=SVB - 5612-0949#page18.tif
source=SVB - 5612-0949#page19.tif
source=SVB - 5612-0949#page20.tif
source=SVB - 5612-0949#page21.tif
source=SVB - 5612-0949#page22.tif
source=SVB - 5612-0949#page23.tif
source=SVB - 5612-0949#page24.tif



Silicon Valley Bank

06/22/2018

Digital Guardian, Inc.
860 Winter St.
Waltham, MA 02451
Attn: Steven Buonaiuto

Re: Pay-Off Letter

Dear Steven:

We refer to the Loan and Security Agreement dated as of 08/31/2015 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between Digital Guardian, Inc., ("Borrower") and Silicon Valley Bank ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and the other the Loan Documents (as defined below) and has requested that Bank provide Borrower with appropriate pay-off amounts for all principal, interest, fees, expenses, costs and other obligations owing by Borrower to Bank under the Loan Documents (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of 06/22/2018 (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):

Revolver Principal	\$7,434,092.70
Revolver Interest	\$ 23,507.10
Term Loan Principal	\$4,513,700.00
Term Loan Interest	\$ 14,073.97
Total Amount Owing	\$11,985,373.77

From and after the Computation Date and until 12:00 pm Pacific time on the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. The per diem accrual of interest on the unpaid principal amount is \$2,341.61. Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes (1) no additional credit extensions under the Loan Agreement, and (2) that collections received by Bank in the normal course of business from the account debtors of Borrower are cleared by their respective banks.

This letter confirms that Borrower has waived the right from and after the date hereof to seek any additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, from and after the date hereof any further credit extensions or other financial accommodations (other than, for the avoidance of doubt, those existing as of the date of this letter) under the Loan Agreement to or for the benefit of Borrower.

The Pay-Off Amount should be wire-transferred to Bank as follows:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA Routing No. 121140399

Account No. 3300764394
Reference: DIGITAL GUARDIAN INC. -- PAYOFF

Effective immediately upon Bank's receipt of payment in full in immediately available funds of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount in immediately available funds being the "Pay-Off Date"), automatically and without further action on the part of any party (i) all Obligations under the Loan Agreement and any other related loan or collateral security documents or other agreements or instruments that may have been issued or delivered by Borrower to Bank in connection with the transaction evidenced by the Loan Agreement (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any agreement or instrument listed on Exhibit A hereto (the "Bank Services Agreements") [or any warrant executed by Borrower in favor of Bank and subsequently assigned to SVB Financial Group]) shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) all security interests and other liens of every type at any time granted under the Loan Documents² or held by or on behalf of Bank as security for the Obligations shall be terminated and automatically released without further action by Bank; (iv) all guaranties supporting the Loan Agreement shall be released without further action by Bank; and (v) all other obligations of Borrower, any Guarantor and any other obligor under the Loan Documents shall be deemed terminated, released and discharged in full; provided, however, those obligations, liabilities, covenants, and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall continue to survive notwithstanding this termination.

Notwithstanding the terms and conditions stated in this Pay-Off Letter, the Obligations do not include the amounts (such amounts, the "Bank Services Obligations") that currently are or that may later be due and payable for services and products Bank shall continue to provide to Borrower after the Pay Off Date pursuant to the Bank Services Agreements.

Bank authorizes Borrower, or any other party on behalf of Borrower, upon or after the Pay-Off Date, to prepare, deliver, record and/or file any release documents (including, without limitation, UCC-3 Termination Statements, notices of termination in respect of any and all deposit or securities account control agreements, notices of termination in respect of any landlord or bailee agreements, and termination or re-assignment filings with the United States Patent and Trademark Office and the United States Copyright Office) necessary or appropriate to release all security interests and liens in any property or assets that secured the Obligations (other than, for the avoidance of doubt, the Cash Collateral (as defined below)). Except with respect to any Bank Services Agreements and the Cash Collateral, within three (3) business days following the Pay-Off Date, Bank shall (i) if required by Borrower, deliver to Borrower or, with the Borrower's instruction, any other third party any termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interests and liens arising under the Loan Documents in respect thereof, and (ii) if applicable, return any pledged stock and other possessory collateral in Bank's possession to the pledgor; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees and expenses) shall be reimbursed promptly by Borrower on demand accompanied by a reasonably detailed invoice in respect of such costs and expenses. From and after the Pay-Off Date, Bank further agrees to promptly procure, deliver, or execute and deliver to Borrower, from time to time, all further releases not specified above, certificates, instruments, and documents as may be reasonably requested by Borrower or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of Borrower (including all reasonable attorneys' fees and expenses).

Borrower has granted to Bank a security interest in deposit account numbers 3302419754, 3302419769, and 3302419773 held, maintained, or managed through Bank (each of which shall be a restricted account such that Borrower shall not be entitled to (a) withdraw or transfer any funds from any such account or

otherwise dispose of the funds therein, and (b) place any liens on any such account other than in favor of Bank), and all income and interest thereon, and all renewals, substitutions, additions, replacements and proceeds thereof (the "Cash Collateral") to secure Borrower's payment and performance obligations under the Bank Services Agreements. Notwithstanding anything to the contrary in this Pay-Off Letter, Bank's security interest in and lien upon the Cash Collateral will not terminate or be released upon Bank's receipt of the Pay-Off Amount and will remain in full force and effect on and after the Pay-Off Date. The Cash Collateral shall be in an amount equal to at least the maximum aggregate amount of credit to be provided by Bank to or on behalf of Borrower under each Bank Services Agreement plus all interest, fees, and costs due or estimated to become due in connection therewith. Such Cash Collateral, or the unutilized portion thereof, shall be returned to Borrower upon the latter to occur of the payment in full in immediately available funds of Borrower's payment and performance obligations under the Bank Services Agreements or the termination of Bank's obligation under each Bank Services Agreement to make credit available to or on behalf of Borrower.

This letter may be executed by any of the parties hereto on separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Pay-Off Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This letter shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

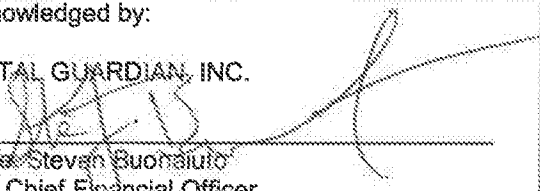
[Signatures on following page.]

Very truly yours, SILICON VALLEY BANK By: <u>[Signature]</u> Name: <u>Fate Wilson</u> Title: <u>Manager Director</u>	Acknowledged by: DIGITAL GUARDIAN, INC. By: _____ Name: _____ Title: _____
--	--

SBV ACCOUNT OFFICER – RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

GLS COLLATERAL – RECEIVED _____

Very truly yours, SILICON VALLEY BANK By: _____ Name: _____ Title: _____	Acknowledged by: DIGITAL GUARDIAN, INC. By:  Name: Steven Buonaiuto Title: Chief Financial Officer
--	--

SBV ACCOUNT OFFICER - RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

GLS COLLATERAL - RECEIVED _____

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 31, 2015 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 **DIGITAL GUARDIAN, INC.**, a Delaware corporation, with its principal place of business located at 860 Winter Street, Suite 3, Waltham, Massachusetts 02451 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor 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 Grantor, 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 Grantor 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 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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor'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.

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. 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.

4. 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.

5. 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.

6. 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:

DIGITAL GUARDIAN, INC.

By: 

Title: CFO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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:

DIGITAL GUARDIAN, INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: Thia Nam

Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

See Attached

The Company owns the following patents or has patents pending as indicated:

	Publ. No.	Publ. Office	Appl. No.	Filing Date	Pat. No.	Issue Date
Managed distribution of digital assets	US 2005/0060537 A1	CA2553601A1, EP1590736A2 (EP matter is closed-app was refused), EP1590736A4, US7814021, WO2004066085A2, WO2004066085A3.	10/706,871	November 12, 2003	US 7814021 B2	October 12, 2010
Digital asset usage accountability via event journaling	US 2004/0255160 A1	CA2553429A1, EP1590735A2, (EP matter is closed-app was refused) US7934091, US20090198765, WO2004066082A2, WO2004066082A3,	10/716,336	November 18, 2003	US 7472272 B2	December 30, 2008
Identifying similarities within large collections of unstructured data	US 2004/0172394 A1	US6947933, US7490116, US20040167921	10/738,919	December 17, 2003	US 6947933 B2	September 20, 2005
Identifying history of modification within large collections of unstructured data	US 2004/0167921 A1	US6947933, US20040167921, US20040172394	10/738,924	December 17, 2003	US 7490116 B2	February 10, 2009
Adaptive transparent encryption	US 2004/0221172 A1	CA2553648A1, CA2553648C, EP1590916A2, EP1590916A4, US7409547, US20040221172, US20060294373, WO2004066541A2, WO2004066541A3.	10/750,321	December 31, 2003	US 7100047 B2	August 29, 2006
Pre-Emptive Anti-Virus Protection of Computing Systems	US 2006-0031937 A1	US20060031937, WO2006017774A2, WO2006017774A3	10/912,611	August 5, 2004	US 7712135 B2	May 4, 2010

Application instrumentation and monitoring	US 2006/0123101 A1	EP1839180A2 (EP Matter is closed-app was refused), EP1839180A4, US7496575, WO2006057806A2, WO2006057806A3	10/995,020	November 22, 2004	US 7496575 B2	February 24, 2009
Adaptive transparent encryption	U S2006/0294373 A1	CA2553648A1, CA2553648C, EP1590916A2, EP1590916A4, US7100047, US20040221172, US20060294373, WO2004066541A2, WO2004066541A3.	11/510,891	August 28, 2006	US 7409547 B2	August 5, 2008
Digital asset usage accountability via event journaling	US 2009/0198765 A1	CA2553429A1, EP1590735A2 (EP matter is closed-app was refused), EP1590735A4, US7472272, US20040255160, US20090198765, WO2004066082A2, WO2004066082A3	12/316,125	December 9, 2008	US 7934091 B2	April 26, 2011
Enhanced Document and Event Mirroring for Accessing Internet Content	US 2014-0129920 A1 (05-08-2014)		13/889,345	5/7/2013	N/A	N/A

Identifying similarities and history of modification within large collections of unstructured data	Canada	CA 2553654	PCT/US2004/001530 PCT filed: Jan 21, 2004	EP1590735A2, EP1590735A4, US7472272, US7934091, US20040255160, US20090198765, WO2004066082A2, WO2004066082A3
--	--------	------------	--	--

Identifying similarities and history of modification within large collections of unstructured data	Japan	JP 2006501066	PCT/US2004/001530 PCT filed: Jan 21, 2004	
Identifying similarities and history of modification within large collections of unstructured data	Europe	EP 04704049.8	PCT/US2004/001530 PCT filed: Jan 21, 2004	
DIGITAL ASSET USAGE ACCOUNTABILITY VIA EVENT JOURNALING	Canada	CA 2553429	PCT/US2004/001454 PCT Filed 1/21/04	WO2004066082 (A2) WO2004066082 (A3) JP2006518893 (A) JP4667359 (B2) EP1590735 (A2) EP1590735 (A4) US2004255160 (A1) US7472272 (B2) US2009198765 (A1) US2009198765 (A1) US7934091 (B2) US7934091 (B2)
ENHANCED DOCUMENT AND EVENT MIRRORING FOR ACCESSING CONTENT	Europe	EP 13788509.1	PCT/US13/40013 PCT Filed May 7, 2013	
DIGITAL ASSET USAGE ACCOUNTABILITY VIA EVENT JOURNALING	Japan	JP 2006501056	PCT/US2004/001454 PCT Filed January 21, 2004	
DIGITAL ASSET USAGE ACCOUNTABILITY VIA EVENT JOURNALING	Canada	CA 2553429	PCT/US2004/001454 PCT Filed January 21, 2004	

DIGITAL ASSET USAGE ACCOUNTABILITY VIA EVENT JOURNALING	Europe	EP 04704027.4	PCT/US2004/001454 PCT Filed January 21, 2004
MANAGED DISTRIBUTION OF DIGITAL ASSETS	Canada	CA 2553601	PCT/US2004/001508 PCT Filed January 21, 2004
MANAGED DISTRIBUTION OF DIGITAL ASSETS	Japan	JP 2006501062	PCT/US2004/001508 PCT Filed January 21, 2004
MANAGED DISTRIBUTION OF DIGITAL ASSETS	Europe	EP 04704057.1	PCT/US2004/001508 PCT Filed January 21, 2004
ENSURING TRUSTED TRANSACTIONS WITH COMPROMISED CUSTOMER MACHINES	Japan	JP 2009547302	PCT/US2008/000980 PCT Filed January 25, 2008
ENSURING TRUSTED TRANSACTIONS WITH COMPROMISED CUSTOMER MACHINES	Europe	EP 08724798.7	PCT/US2008/000980 PCT Filed January 25, 2008
ADAPTIVE TRANSPARENT ENCRYPTION	Japan	JP 2006501065	PCT/US2004/001529 PCT Filed January 21, 2004
ADAPTIVE TRANSPARENT ENCRYPTION	Canada	CA 2553648	PCT/US2004/001529 PCT Filed January 21, 2004
ADAPTIVE TRANSPARENT ENCRYPTION	Europe	EP 04704069.6	PCT/US2004/001529 PCT Filed January 21, 2004
APPLICATION INSTRUMENTATION AND MONITORING	Japan	JP 2007543113	PCT/US2005/040395 PCT Filed November 9, 2005
APPLICATION INSTRUMENTATION AND MONITORING	Europe	EP 05824846.9	PCT/US2005/040395 PCT Filed November 9, 2005

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

See Attached

The Company owns the following trademarks:

US Federal Q5 uf 1	DIGITAL GUARDIAN RN: 4258056 SN: 78227169 Disclaimer: "DIGITAL"	Registered December 11, 2012	(Int'l Class: 09) computer software for audit and control of information assets and information asset use	Digital Guardian, Inc. (Delaware Corp.) Suite 320 404 Wyman Street Waltham Massachusetts 02451
US Federal Q5 uf 2	GOODWARE GOODWARE RN: 3602365 SN: 77563431	Registered April 7, 2009	(Int'l Class: 09) computer software for audit and control of information assets and information asset use (Int'l Class: 42) computer software technical support services, namely, troubleshooting of computer software problems, and computer software installation and maintenance, all related to the audit and control of information assets and information asset use	Digital Guardian, Inc. (Delaware Corp.) Suite 320 404 Wyman Street Waltham Massachusetts 02451
US Federal Q5 uf 3	VERDASYS RN: 2968543 SN: 78291716	Registered 8 & 15 June 1, 2011	(Int'l Class: 09) computer software for audit and control of information assets and information asset use (Int'l Class: 42) computer software technical support services, namely, troubleshooting of computer software problems, and computer software installation and maintenance, all related to the audit and control of information assets and information asset use	Digital Guardian, Inc. (Delaware Corp.) Suite 320 404 Wyman Street Waltham Massachusetts 02451

IP Region	TM/SM/BN/DIRT TM	SECT/STAGE/DATE	Int'l Class/SG/MS	Office
Canada Q5 ca 4	DIGITAL GUARDIAN RN: 628113 AN: 1188589 Disclaimer: The right to the exclusive use of the word DIGITAL is disclaimed apart from the trade-mark.	Canada Registered Last Status Received: Registered	(Int'l Class: 9) Wares: (1) Computer software for audit and control of information assets and information asset use.	Verdasys, Inc. 950 Winter Street, Suite 2600, Waltham, Massachusetts, 02451, US Federal
Canada Q5 ca 5	VERDASYS RN: 695824 AN: 1188766	Canada Registered Last Status Received: Registered	(Int'l Class: 9, 42) Wares: (1) Computer software, namely, software for use in audit and control of information assets and information asset use. Services: (1) Computer software support services, namely, troubleshooting of computer software problems; computer software installation and maintenance; all related to the audit and control of information assets and information asset use.	Verdasys, Inc. 950 Winter Street, Suite 2600, Waltham, Massachusetts, 02451, US Federal
Community (CTM) Q5 eu 6	DIGITAL GUARDIAN RN: 003357341 AN: 003357341	Community Registered Last Status Received: Registered May 2, 2008	(Int'l Class: 09) Computer software for information security purposes.	Verdasys, Inc. 860 Winter Street Suite 3, 02451, Waltham,, Massachusetts, US Federal
Community (CTM) Q5	VERDASYS RN: 003370798	Community Registered Last Status Received: Registered	(Int'l Class: 09) Computer software; computer software for audit and control of information assets	Verdasys, Inc. 860 Winter Street Suite 3, 02451, Waltham,, Massachusetts,

Country/Region	Trademark Name	Registration Date	Goods/Services	Owner
eu 7	AN: 003370798	November 7, 2007	and information asset use. (Int'l Class: 42) Computer software support services; computer software support services, namely, troubleshooting of computer software problems; computer software installation and maintenance; all related to the audit and control of information assets and information asset use.	US Federal
Japan Q5 jp 8	DIGITAL GUARDIAN RN: 4752237 AN: 2003-081074	Japan Renewed Last Status Received: Registered February 27, 2004	(Translation) (Int'l Class: 09) computer software, equipment and parts and other electronic applications	Verdasys, Inc. US Federal
Japan Q5 jp 9	INFORMATION ASSET ASSURANCE AN: 2003-081076	Japan Filed Last Status Received: Filed September 18, 2003	(Translation) (Int'l Class: 09) computer software, equipment and parts and other electronic applications (Translation) (Int'l Class: 42) Lending installation troubleshooting against the failure of computer software, computer software, maintenance or design and create a program of computer, electronic computer, the provision of computer programs	バーダシス インコーポレ イテッド アメリカ合衆国 マサチューセッツ州 02451 ウォルサム ウィンター ス トリート 950 スウィート 2600, US Federal
Japan Q5	VERDASYS RN: 4808516	Japan Renewed Last Status Received:	(Translation) (Int'l Class: 09) computer software,	Verdasys, Inc. US Federal

Class	App/Int'l Class	Status/Registration Date	Full Goods/Services	Notes
jp 10	AN: 2003-081075	Registered October 08, 2004	equipment and parts and other electronic applications (Translation) (Int'l Class: 42) Loan advice or consultation and guidance on maintenance or design and creation of programs of the electronic computer, installation of computer software, maintenance or design and create a program of computer, electronic computer, the provision of computer program	

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

1875122.1