

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FARSIGHT SECURITY, INC.		02/18/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5824371	DNSDB	
Registration Number:	5703333	FARSIGHT	
Registration Number:	5743901	FARSIGHT SECURITY	
Registration Number:	5664217	FARSIGHT SECURITY	
Registration Number:	5645577	DNSDB	
Registration Number:	5344881	BRAND SENTRY	
Registration Number:	5445940	DOMAIN SENTRY	
Registration Number:	5665138	DNS IS IN OUR DNA	
Registration Number:	5789770	DNSDB SCOUT	
Serial Number:	88094334	FARSIGHT	
Serial Number:	88060736	FARSIGHT SECURITY	
Serial Number:	87610558	FARSIGHT SECURITY	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		

OP \$315.00 5824371

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1601215 TM

NAME OF SUBMITTER: Gwendolyn Meccas

SIGNATURE: /Gwendolyn Meccas/

DATE SIGNED: 02/22/2022

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 18, 2022 by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and **SILICON VALLEY BANK**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, “*Administrative Agent*”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Credit Agreement, dated as of November 25, 2020, by and among **DT INTERMEDIATE INVESTCO INC.**, a Delaware corporation (“**Holdings**”), **DT PURCHASER LLC**, a Delaware limited liability company (“**Initial Borrower**”), **DOMAINTOOLS, LLC**, a Delaware limited liability company (“**Opco Borrower**” and together with Initial Borrower, jointly and severally, individually and collectively, the “**Borrower**”), the several Lenders party thereto from time to time, the Administrative Agent, and Silicon Valley Bank, as Issuing Lender and Swingline Lender, as amended by that certain First Amendment to Credit Agreement, dated as of November 2, 2021 (as may be further amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to Borrower under the Credit Agreement, Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of November 25, 2020, as amended by that certain Assumption Agreement, dated as of February 18, 2022 (as the same may be further amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s and each other 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 Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks

listed on Exhibits A, B, and C hereto, respectively), and 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.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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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:

FARSIGHT SECURITY, INC.

By: _____




Name: Kirsten Duke

Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: 

Name: Aaron Revzin

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007640 FRAME: 0106

EXHIBIT A

COPYRIGHTS

Registered Copyrights

None.

Pending Copyright Applications

None.

EXHIBIT B**PATENTS****Issued Patents**

Jurisdiction	Patent No.	Issue Date	Inventor	Title
Ireland	3338436	11/18/2020	Vernon SCHRYVER	LOCK-FREE UPDATES TO A DOMAIN NAME BLACKLIST
United Kingdom	3338436	11/18/2020	Vernon SCHRYVER	LOCK-FREE UPDATES TO A DOMAIN NAME BLACKLIST
France	3338436	11/18/2020	Vernon SCHRYVER	LOCK-FREE UPDATES TO A DOMAIN NAME BLACKLIST
Germany	602016048271.1	11/18/2020	Vernon SCHRYVER	LOCK-FREE UPDATES TO A DOMAIN NAME BLACKLIST
Ireland	3332533	7/15/2020	Henry STERN	PARALLEL DETECTION OF UPDATES TO A DOMAIN NAME SYSTEM RECORD SYSTEM USING A COMMON FILTER
United Kingdom	3332533	7/15/2020	Henry STERN	PARALLEL DETECTION OF UPDATES TO A DOMAIN NAME SYSTEM RECORD SYSTEM USING A COMMON FILTER
France	3332533	7/15/2020	Henry STERN	PARALLEL DETECTION OF UPDATES TO A DOMAIN NAME SYSTEM RECORD SYSTEM USING A COMMON FILTER
Germany	602016040121.5	7/15/2020	Henry STERN	PARALLEL DETECTION OF UPDATES TO A DOMAIN NAME SYSTEM RECORD SYSTEM USING A COMMON FILTER

China	ZL201880041998.6	2/5/2021	Michael SCHIFFMAN	SYSTEM, METHOD AND DOMAIN NAME TOKENIZATION FOR DOMAIN NAME IMPERSONATION DETECTION
United States of America	10,594,658	3/17/2020	Paul VIXIE	PREVENTING A NETWORK PROTOCOL OVER AN ENCRYPTED CHANNEL, AND APPLICATIONS THEREOF
Macao	J/003320	11/26/2018	Henry STERN	PARALLEL DETECTION OF UPDATES TO A DOMAIN NAME SYSTEM RECORD SYSTEM USING A COMMON FILTER
China	ZL201810481087.7	6/1/2021	Henry STERN	METHOD, SYSTEM AND MEDIUM FOR DETECTING UPDATES TO A DOMAIN NAME SYSTEM RECORD SYSTEM
EPC - European Patent Convention	3338436	11/18/2020	Vernon SCHRYVER	LOCK-FREE UPDATES TO A DOMAIN NAME BLACKLIST
EPC - European Patent Convention	3332533	7/15/2020	Henry STERN	PARALLEL DETECTION OF UPDATES TO A DOMAIN NAME SYSTEM RECORD SYSTEM USING A COMMON FILTER
United States of America	10,200,405	2/5/2019	Michael SCHIFFMAN	TOKENIZATION OF DOMAIN NAMES FOR DOMAIN NAME IMPERSONATION DETECTION USING MATCHING
United States of America	9,882,933	1/30/2018	Michael SCHIFFMAN	TOKENIZATION OF DOMAIN NAMES FOR DOMAIN NAME IMPERSONATION DETECTION USING MATCHING

United States of America	9,762,612	9/12/2017	Michael SCHIFFMAN	SYSTEM AND METHOD FOR NEAR REAL TIME DETECTION OF DOMAIN NAME IMPERSONATION
China	ZL201610630826.5	6/19/2018	Henry STERN	PARALLEL DETECTION OF UPDATES TO A DOMAIN NAME SYSTEM RECORD SYSTEM USING A COMMON FILTER
China	ZL201610680329.6	11/21/2017	Vernon SCHRYVER	LOCK-FREE UPDATES TO A DOMAIN NAME BLACKLIST
United States of America	9,591,030	3/7/2017	Vernon SCHRYVER	LOCK-FREE UPDATES TO A DOMAIN NAME BLACKLIST
United States of America	9,762,542	9/12/2017	Henry STERN	PARALLEL DETECTION OF UPDATES TO A DOMAIN NAME SYSTEM RECORD SYSTEM USING A COMMON FILTER
United States of America	9,264,440	2/16/2016	Henry STERN	PARALLEL DETECTION OF UPDATES TO A DOMAIN NAME SYSTEM RECORD SYSTEM USING A COMMON FILTER
United States of America	9,264,399	2/16/2016	Vernon SCHRYVER	LOCK-FREE UPDATES TO A DOMAIN NAME BLACKLIST

Pending Patent Applications

Jurisdiction	Application Date	Application No.	Inventor	Title
Hong Kong	8/20/2020	62020014569.1	Michael SCHIFFMAN	SYSTEM, METHOD AND DOMAIN NAME TOKENIZATION FOR DOMAIN NAME IMPERSONATION DETECTION
PCT - Patent Cooperation Treaty	8/19/2020	PCT/US2020/047015	Paul VIXIE	PREVENTING A NETWORK PROTOCOL OVER AN ENCRYPTED CHANNEL, AND

				APPLICATIONS THEREOF
Hong Kong	3/31/2020	62020005092.5	Michael SCHIFFMAN	SYSTEM, METHOD AND DOMAIN NAME TOKENIZATION FOR DOMAIN NAME IMPERSONATION DETECTION
United States of America	2/10/2020	16/785,934	Paul VIXIE	PREVENTING A NETWORK PROTOCOL OVER AN ENCRYPTED CHANNEL, AND APPLICATIONS THEREOF
EPC - European Patent Convention	5/17/2018	18802598.5	Michael SCHIFFMAN	SYSTEM, METHOD AND DOMAIN NAME TOKENIZATION FOR DOMAIN NAME IMPERSONATION DETECTION
PCT - Patent Cooperation Treaty	5/17/2018	PCT/US2018/033181 (expired)	Michael SCHIFFMAN	SYSTEM, METHOD AND DOMAIN NAME TOKENIZATION FOR DOMAIN NAME IMPERSONATION DETECTION
PCT - Patent Cooperation Treaty	7/22/2016	PCT/US2016/043640 (expired)	Henry STERN	PARALLEL DETECTION OF UPDATES TO A DOMAIN NAME SYSTEM RECORD SYSTEM USING A COMMON FILTER
PCT - Patent Cooperation Treaty	7/22/2016	PCT/US2016/043635 (expired)	Vernon SCHRYVER	LOCK-FREE UPDATES TO A DOMAIN NAME BLACKLIST

EXHIBIT C
TRADEMARKS

Registered Trademarks

Jurisdiction	Registration No.	Registration Date	Filing Date	Registered Owner	Mark
United Kingdom	UK00917944592	12/25/2018	8/17/2018	FARSIGHT SECURITY, INC.	FARSIGHT SECURITY LOGO
United Kingdom	UK00917535873	4/26/2018	11/29/2017	FARSIGHT SECURITY, INC.	DNSDB
United Kingdom	UK00917739228	5/24/2018	1/25/2018	FARSIGHT SECURITY, INC.	FARSIGHT SECURITY
United States of America	5,824,371	8/6/2019	9/1/2017	FARSIGHT SECURITY, INC.	DNSDB (CLASS 009 – CHILD APPLICATION)
Canada	TMA1,084,098	10/8/2020	8/28/2018	FARSIGHT SECURITY, INC.	FARSIGHT
United States of America	5,703,333	3/19/2019	8/27/2018	FARSIGHT SECURITY, INC.	FARSIGHT (CLS. 9 AND 42)
Canada	TMA1,084,116	10/8/2020	8/22/2018	FARSIGHT SECURITY, INC.	FARSIGHT SECURITY LOGO
EUTM – European Union trade mark	17944592	12/25/2018	8/17/2018	FARSIGHT SECURITY, INC.	FARSIGHT SECURITY LOGO
United States of America	5,743,901	5/7/2019	8/1/2018	FARSIGHT SECURITY, INC.	FARSIGHT SECURITY LOGO (CLASSES 9, 42)
China	32894760	11/14/2020	8/15/2018	FARSIGHT SECURITY, INC.	FARSIGHT SECURITY LOGO
United States of America	5,664,217	1/29/2019	9/1/2017	FARSIGHT SECURITY, INC.	FARSIGHT SECURITY

EUTM – European Union trade mark	17535873	4/26/2018	11/29/2017	FARSIGHT SECURITY, INC.	DNSDB
United States of America	5,645,577	1/1/2019	9/1/2017	FARSIGHT SECURITY, INC.	DNSDB
EUTM – European Union trade mark	17739228	5/24/2018	1/25/2018	FARSIGHT SECURITY, INC.	FARSIGHT SECURITY
Canada	TMA1,082,111	9/29/2020	1/24/2018	FARSIGHT SECURITY, INC.	FARSIGHT SECURITY
United States of America	5,344,881	11/28/2017	2/13/2017	FARSIGHT SECURITY, INC.	BRAND SENTRY
United States of America	5,445,940	4/17/2018	2/13/2017	FARSIGHT SECURITY, INC.	DOMAIN SENTRY
United States of America	5,665,138	1/29/2019	3/13/2018	FARSIGHT SECURITY, INC.	DNS IS IN OUR DNA
United States of America	5,789,770	6/25/2019	9/18/2018	FARSIGHT SECURITY, INC.	DNSDB SCOUT

*for any domain name, include internet protocol address and registrar of such domain name

Pending Trademark Applications

Jurisdiction	Application No.	Filing Date	Applicant	Mark
United States of America	88/094,334 (abandoned)	8/27/2018	FARSIGHT SECURITY, INC.	FARSIGHT (CLASS 42)
China	32894761 (abandoned)	8/15/2018	FARSIGHT SECURITY, INC.	FARSIGHT SECURITY LOGO (CLASS 42)

United States of America	88/060,736 (abandoned)	8/1/2018	FARSIGHT SECURITY, INC.	FARSIGHT SECURITY LOGO (CLASS 42 ITU)
China	32584858 (abandoned)	7/31/2018	FARSIGHT SECURITY, INC.	FARSIGHT SECURITY
United States of America	87/610,558 (abandoned)	9/15/2017	FARSIGHT SECURITY, INC.	FARSIGHT SECURITY

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