

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709828

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ViaForensics, LLC		02/22/2022	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	199 Bay Street		
Internal Address:	4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5L 1A2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4092086	APPWATCHDOG	
Registration Number:	4751750	VIAEXTRACT	
Registration Number:	4751730	VIALAB	
Registration Number:	4748041	VIAPROTECT	
Registration Number:	3978018	APPSECURE	
Registration Number:	3799390	VIAFORENSICS	
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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		

CH \$165.00 4092086

DATE SIGNED:

02/22/2022

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of February 22, 2022, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and VIAFORENSICS, LLC, an Illinois limited liability company (“**Grantor**”).

RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement solely to include any Intellectual Property registrations or applications for registrations which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document and shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of law. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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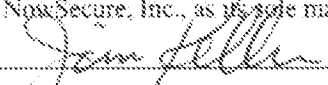
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

c/o NowSecure, Inc.
141 W. Jackson Boulevard
Suite 2100
Chicago, IL 60604

GRANTOR:

VIAFORENSICS, LLC
By: NowSecure, Inc., as its sole manager and member
By: 
Name: Jim Keller
Title: Chief Financial Officer

Address of Bank:

Canadian Imperial Bank of Commerce
199 Bay Street, 4th Floor
Toronto, ON M5L 1A2
Attention: Imran Premji
Email: Imran.Premji@ciibc.com

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

c/o NowSecure, Inc.
141 W. Jackson Boulevard
Suite 2100
Chicago, IL 60604

GRANTOR:

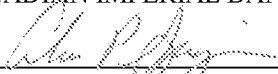
VIAFORENSICS, LLC
By: NowSecure, Inc., as its sole manager and member
By: _____
Name: _____
Title: _____

Address of Bank:

Canadian Imperial Bank of Commerce
199 Bay Street, 4th Floor
Toronto, ON M5L 1A2
Attention: Imran Premji
Email: imran.premji@cibc.com

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: 
Name: Alan P. Spurgin
Title: Assistant General Manager

By: 
Name: Andrew Schwartz
Title: Assistant General Manager

EXHIBIT A
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None.

EXHIBIT B

PATENTS

Description	Patent/Application No.	Issue/Application Date
METHODS, APPARATUSES, AND COMPUTER PROGRAM PRODUCTS FOR DATABASE RECORD RECOVERY	US PATENT # 9081838 APPLICATION # 12152809	FILING DATE 06/03/2011 ISSUE DATE 07/14/2015
SYSTEMS, METHODS, APPARATUSES, AND COMPUTER PROGRAM PRODUCTS FOR FORENSIC MONITORING	US PATENT # 9507936 APPLICATION # 14326008	FILING DATE 07/08/2014 ISSUE DATE 11/29/2016
METHODS AND APPARATUSES FOR IMPROVED APP SECURITY TESTING	US PATENT # 10474826 APPLICATION # 15131556	FILING DATE 04/18/2016 ISSUE DATE 11/12/2019
METHODS AND APPARATUSES FOR IMPROVED MOBILE APP SECURITY TESTING VIA BRIDGED NATIVE AND WEB USER INTERFACE INTERACTION	US PATENT # 10,735,449 APPLICATION# 15/646,741	FILING DATE 07/11/2017 ISSUE DATE 08/04/2020

EXHIBIT C
TRADEMARKS

Description	Registration/Serial No.	Registration/Application Date
“APPWATCHDOG”	Serial # 85172552 Registration # 4092086	FILING DATE 11/09/2010 ISSUE DATE 01/24/2012
“VIAEXTRACT”	Serial # 86427336 Registration # 4751750	FILING DATE 03/24/2015 ISSUE DATE 06/09/2015
“VIALAB”	Serial # 86427121 Registration # 4751730	FILING DATE 10/17/2014 ISSUE DATE 06/09/2015
“VIAPROTECT”	Serial # 86427002 Registration # 4748041	FILING DATE 10/17/2014 ISSUE DATE 06/02/2015
“appSecure”	Serial # 85172603 Registration # 3978018	FILING DATE 11/09/2010 ISSUE DATE 06/14/2011
“viaForensics”	Serial # 77852314 Registration # 3799390	FILING DATE 10/19/2009 ISSUE DATE 06/08/2010

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