

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716434

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Garrison Technology Ltd		03/23/2022	Limited Liability Company: ENGLAND AND WALES
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: 1			
Property Type	Number	Word Mark	
Registration Number:	5991997	GARRISON	
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		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1627428 TM		
NAME OF SUBMITTER:	Gwendolyn Meccas		
SIGNATURE:	/Gwendolyn Meccas/		
DATE SIGNED:	03/24/2022		
Total Attachments: 9			
source=06. CLOSING COPY - SVB_Garrison Technology - IPSA - UK Obligor (23 March 2022)#page1.tif			
source=06. CLOSING COPY - SVB_Garrison Technology - IPSA - UK Obligor (23 March 2022)#page2.tif			
source=06. CLOSING COPY - SVB_Garrison Technology - IPSA - UK Obligor (23 March 2022)#page3.tif			

OP \$40.00 5991997

source=06. CLOSING COPY - SVB_Garrison Technology - IPSA - UK Obligor (23 March 2022)#page4.tif
source=06. CLOSING COPY - SVB_Garrison Technology - IPSA - UK Obligor (23 March 2022)#page5.tif
source=06. CLOSING COPY - SVB_Garrison Technology - IPSA - UK Obligor (23 March 2022)#page6.tif
source=06. CLOSING COPY - SVB_Garrison Technology - IPSA - UK Obligor (23 March 2022)#page7.tif
source=06. CLOSING COPY - SVB_Garrison Technology - IPSA - UK Obligor (23 March 2022)#page8.tif
source=06. CLOSING COPY - SVB_Garrison Technology - IPSA - UK Obligor (23 March 2022)#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of 23 March, 2022 by and between **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 acting through its UK branch at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR (“Lender”) and **GARRISON TECHNOLOGY LTD**, a limited liability company incorporated under the laws of England & Wales with company number 09286531 and its registered address at 117 Waterloo Road, London, England, SE1 8UL (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and certain other parties thereto (each such party, including Grantor, an “Obligor”) (the “Loans”) in the amounts and manner set forth in that certain Loan Agreement by and among Lender and Obligor dated as of even date herewith (as the same may be amended, modified, supplemented, and/or restated from time to time, the “Loan Agreement”). Lender is willing to make the Loans, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Obligor to Lender.

B. Pursuant to the terms of the Loan Agreement and that certain Debenture by and between Grantor and Lender dated as of even date herewith (as the same may be amended, modified, supplemented, or restated from time to time, the “Debenture”), Grantor has granted to Lender 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 Security Assets (as defined in the Debenture).

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 all obligations of Obligor to Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the obligations of Obligor to Lender, Grantor grants and pledges to Lender 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 Lender.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Debenture, each of which are hereby incorporated by reference. The provisions of the Loan Agreement and the Debenture shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Debenture 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 as a sealed instrument under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

GARRISON TECHNOLOGY LTD

By: DocuSigned by: David Garfield
Name: David Garfield
Title: CEO

LENDER:

SILICON VALLEY BANK

By: DocuSigned by: Holly Comyn
Name: Holly Comyn
Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Secure Control of Insecure Device	15/053,306	2/25/2016
Secure Sharing of Storage Resources	16/961,488 (Published as US20200379658A1)	1/7/2019
Web Server Security	16/333,272 (Published as US20210288978A1)	4/27/2018
Secure Booting of a Computing System Based on Write Request and Power-up Management	15/502,315	12/2/2016

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GARRISON *Standard character (i.e., word) mark, which protects the mark as used by itself or as part of any stylized logo for the associated classes of goods/services.	App. No. 88079595; Reg. No. 5991997	8/15/2018
GARRISON SAVI *Standard character (i.e., word) mark, which protects the mark as used by itself or as part of any stylized logo for the associated classes of goods/services.	App. No. 79196429; Reg. No. 5163696	7/5/2016
GARRISON SACS *Standard character (i.e., word) mark, which protects the mark as used by itself or as part of any stylized logo for the associated classes of goods/services.	App. No. 79326477	5/11/2021
GARRISON SACS *Standard character (i.e., word) mark, which protects the mark as used by itself or as part of any stylized logo for the associated classes of goods/services.	App. No. 79323193	5/11/2021
GARRISON SACS *Standard character (i.e., word) mark, which protects the mark as used by itself or as part of any stylized logo for the associated classes of goods/services.	App. No. 79320864	5/11/2021
GARRISON ULTRA	App. No. 79318036	5/11/2021

*Standard character (i.e., word) mark, which protects the mark as used by itself or as part of any stylized logo for the associated classes of goods/services.

GARRISON ULTRA

App. No. 79318022 5/11/2021

*Standard character (i.e., word) mark, which protects the mark as used by itself or as part of any stylized logo for the associated classes of goods/services.

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None