

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GroundControl Solutions, Inc.		04/08/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4969421	GROUNDCONTROL	
Registration Number:	4969422	GROUNDCONTROL	
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:	058516-0120		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	04/08/2022		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated April 8, 2022 is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Owl Rock Capital Corporation, as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to that certain (i) Second Lien Credit Agreement, dated as of April 8, 2022 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), among Imprivata, Inc., a Delaware corporation (the “**Borrower**”), Imprivata Intermediate Holdings, LLC, a Delaware limited liability company (“**Holdings**”), each lender and financial institution from time to time party thereto and Owl Rock Capital Corporation, as Administrative Agent and Collateral Agent, and (ii) Second Lien Security Agreement, dated as of dated as of April 8, 2022 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors from time to time party thereto and the Collateral Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have 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 with the Collateral Agent as follows:

A. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by such Grantor (the “Collateral”):

a. all patents, patent applications, utility models, statutory invention registrations and all inventions claimed or disclosed therein and all improvements thereto, including, without limitation, those set forth in Schedule A hereto;

b. all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, 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 prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together, in each case, with the goodwill symbolized thereby;

c. all copyrights, including without limitation, copyrights in Computer Software, internet websites and the content thereof, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

e. any and all claims for damages or 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 or injunctive relief; 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 Loan Documents (as such Loan Documents may be amended, restated, amended and restated, supplemented, 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 Loan 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. Notwithstanding anything to the contrary contained in this IP Security Agreement, neither the collateral assignment and pledge nor the grant of security, in each case pursuant to Section A hereof, shall effectuate a transfer or assignment of title in any Collateral from the Grantor to the Collateral Agent; provided, that the foregoing clause shall not restrict such a transfer or assignment of title in connection with the exercise of the rights and remedies of the Agent pursuant to the terms of the Security Agreement.

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. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this IP Security Agreement shall be effective as delivery of an original executed counterpart of this IP Security Agreement. The words "execution," "signed," "signature," and words of like import in this IP Security Agreement or any amendment or other modification hereof (including waivers and consents) 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 or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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. 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. SECTION 10.15 (GOVERNING LAW; JURISDICTION), SECTION 10.16 (SERVICE OF PROCESS) AND SECTION 10.17 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

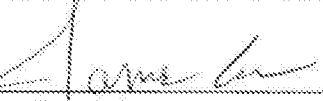
[Signature Pages Follow]

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.

IMPRIVATA, INC.

By: 
Name: James Carr
Title: Chief Financial Officer

GROUNDCONTROL SOLUTIONS, INC.

By: 
Name: James Carr
Title: Chief Financial Officer

FAIRWARNING IP, LLC

By: 
Name: James Carr
Title: Chief Financial Officer

FAIRWARNING, LLC

By: 
Name: James Carr
Title: Chief Financial Officer

OWL ROCK CAPITAL CORPORATION, as
Collateral Agent

By: Owl Rock Capital Advisors LLC, its Investment
Advisor

By: _____
Name: Jon ten Oever
Title: Authorized Signatory



Schedule A

PATENTS

Registered Patents:

Owner	Title	Country	Patent No.	Issue Date
FAIRWARNING IP, LLC	SYSTEM AND METHOD OF FRAUD AND MISUSE DETECTION	U.S.	8,578,500	05-NOV-2013
FAIRWARNING IP, LLC	SYSTEM AND METHOD OF FRAUD AND MISUSE DETECTION USING EVENT LOGS	U.S.	9,202,189	01-DEC-2015
FAIRWARNING IP, LLC	USER IDENTITY MAPPING SYSTEM AND METHOD OF USE	U.S.	9,330,134	03-MAY-2016
FAIRWARNING IP, LLC	SYSTEM AND METHOD FOR DETECTING FRAUD AND MISUSE OF PROTECTED DATA BY AN AUTHORIZED USER USING EVENT LOGS	U.S.	9,916,468	13-MAR-2018
FAIRWARNING IP, LLC	SYSTEM AND METHOD FOR DETECTING FRAUD AND MISUSE OF PROTECTED DATA BY AN AUTHORIZED USER USING EVENT LOGS	U.S.	10,360,399	23-JUL-2019
GROUNDCONTROL SOLUTIONS, INC.	SYSTEM FOR CLOUD-MANAGED MOBILE DEVICE ADMINISTRATION	U.S.	9705738	2017-JUL-11
IMPRIVATA, INC.	BIOMETRIC AUTHENTICATION WITH SECURITY AGAINST EAVESDROPPING	U.S.	7398549	2008-JUL-08
IMPRIVATA, INC.	BIOMETRIC AUTHENTICATION FOR REMOTE INITIATION OF ACTIONS AND SERVICES	U.S.	7356705	2008-APR-08
IMPRIVATA, INC.	SYSTEM AND METHOD FOR AUDIT TRACKING	U.S.	7941849	2011-MAY-10
IMPRIVATA, INC.	SYSTEM AND METHOD FOR AUTOMATED LOGIN	U.S.	7660880	2010-FEB-09
THE NATIONAL REGISTRY, INC. -AND- IMPRIVATA, INC. (co-ownership)	SYSTEM AND METHOD FOR AUTHENTICATING USERS IN A COMPUTER NETWORK	U.S.	8171288	2012-MAY-01

Owner	Title	Country	Patent No.	Issue Date
IMPRIVATA, INC.	METHODS AND SYSTEMS FOR PROVIDING RESPONSES TO SOFTWARE COMMANDS	U.S.	7950021	2011-MAY-24
IMPRIVATA, INC.	SYSTEM AND METHOD FOR CAPTURING USER ACTIONS WITHIN ELECTRONIC WORKFLOW TEMPLATES	U.S.	8117549	2012-FEB-14
IMPRIVATA, INC.	SYSTEMS AND METHODS FOR MULTI-FACTOR AUTHENTICATION	U.S.	9118656	2015-AUG-25
IMPRIVATA, INC.	SYSTEM AND METHOD FOR IDENTITY CONSOLIDATION	U.S.	8327421	2012-DEC-04
IMPRIVATA, INC.	APPARATUS AND METHOD FOR UTILIZING BIOMETRICS IN MEDICAL APPLICATIONS	U.S.	7593549	2009-SEP-22
IMPRIVATA, INC.	GESTURE-BASED COMMUNICATION AND REPORTING SYSTEM	U.S.	8335694	2012-DEC-18
IMPRIVATA, INC.	BIOMETRIC AUTHENTICATION FOR REMOTE INITIATION OF ACTIONS AND SERVICES	U.S.	8220063	2012-JUL-10
IMPRIVATA, INC.	SYSTEMS AND METHODS FOR OPERATOR DETECTION	U.S.	8538072	2013-SEP-17
IMPRIVATA, INC.	SYSTEM AND METHOD FOR DATA AND REQUEST FILTERING	U.S.	8839456	2014-SEP-16
IMPRIVATA, INC.	SECURE AUTHENTICATION USING ONE-TIME PASSWORDS	U.S.	8683562	2014-MAR-25
IMPRIVATA, INC.	LOW-LIGHT FACE DETECTION	U.S.	8792679	2014-JUL-29
IMPRIVATA, INC.	SECURE AUTHENTICATION USING MOBILE DEVICE	U.S.	8973091	2015-MAR-03
IMPRIVATA, INC.	QUORUM-BASED SECURE AUTHENTICATION	U.S.	9572029	2017-FEB-14
IMPRIVATA, INC.	ACTIVE PRESENCE DETECTION WITH DEPTH SENSING	U.S.	10002297	2018-JUN-19

Owner	Title	Country	Patent No.	Issue Date
IMPRIVATA, INC.	SECURE ACCESS SUPERSESSION ON SHARED WORKSTATIONS	U.S.	9251354	2016-FEB-02
IMPRIVATA, INC.	SECURE, NON-DISRUPTIVE FIRMWARE UPDATING	U.S.	9189225	2015-NOV-17
IMPRIVATA, INC.	SECURE CONTENT SHARING	U.S.	9525692	2016-DEC-20
IMPRIVATA, INC.	SYSTEM AND METHOD FOR DATA AND REQUEST FILTERING	U.S.	10505930	2019-DEC-10
IMPRIVATA, INC.	COORDINATING COMMUNICATIONS AMONG HEALTHCARE PROVIDERS	U.S.	10332625	2019-JUN-25
IMPRIVATA, INC.	SECURE, NON-DISRUPTIVE FIRMWARE UPDATING	U.S.	9749335	2017-AUG-29
IMPRIVATA, INC.	PERSONAL DEVICE NETWORK FOR USER IDENTIFICATION AND AUTHENTICATION	U.S.	10333980	2019-JUN-25
IMPRIVATA, INC.	LOCATION-BASED HEALTHCARE COLLABORATION, DATA MANAGEMENT AND ACCESS CONTROL	U.S.	9846525	2017-DEC-19
IMPRIVATA, INC.	CROWDSOURCED DETERMINATION OF MOVABLE DEVICE LOCATION	U.S.	9952744	2018-APR-24
IMPRIVATA, INC.	LOCATION-BASED ANTICIPATORY RESOURCE PROVISIONING	U.S.	10216366	2019-FEB-26
IMPRIVATA, INC.	STRONG AUTHENTICATION VIA DISTRIBUTED STATIONS	U.S.	10078425	2018-SEP-18
IMPRIVATA, INC.	SECURE CONTENT SHARING	U.S.	10061929	2018-AUG-28
IMPRIVATA, INC.	QUORUM-BASED SECURE AUTHENTICATION	U.S.	10542430	2020-JAN-21
IMPRIVATA, INC.	SECURE, NON-DISRUPTIVE FIRMWARE UPDATING	U.S.	10187396	2019-JAN-22
IMPRIVATA, INC.	LOCATION-BASED HEALTHCARE COLLABORATION, DATA MANAGEMENT AND ACCESS CONTROL	U.S.	10606451	2020-MAR-31

Owner	Title	Country	Patent No.	Issue Date
IMPRIVATA, INC.	STRONG AUTHENTICATION VIA DISTRIBUTED STATIONS	U.S.	10642452	2020-MAY-05
IMPRIVATA, INC.	INFERENCE-BASED DETECTION OF PROXIMITY CHANGES	U.S.	10917788	2021-FEB-09
IMPRIVATA, INC.	SECURE, NON-DISRUPTIVE FIRMWARE UPDATING	U.S.	10924493	2021-FEB-16
IMPRIVATA, INC.	LOCATION-BASED HEALTHCARE COLLABORATION, DATA MANAGEMENT AND ACCESS CONTROL	U.S.	11043290	2021-JUN-22
IMPRIVATA, INC.	COORDINATING COMMUNICATIONS AMONG HEALTHCARE PROVIDERS	U.S.	11107576	2021-AUG-31
IMPRIVATA, INC.	QUORUM-BASED SECURE AUTHENTICATION	U.S.	11096052	2021-AUG-17
IMPRIVATA, INC.	SECURE CONTENT SHARING	U.S.	11030330	2021-JUN-08
IMPRIVATA, INC.	LOCATION-BASED ANTICIPATORY RESOURCE PROVISIONING	U.S.	10656796	2020-MAY-19

Patent Applications:

Owner	Title	Country	Application No.	Filing Date:	Patent No.	Issue Date
IMPRIVATA, INC.	UNOBTRUSIVE AUTHENTICATION SYSTEM	U.S.	17/469,735	2021-SEP-08	-	-
IMPRIVATA, INC.	SECURE CONTENT SHARING	U.S.	17/314,243	2021-MAY-07	-	-
IMPRIVATA, INC.	LOCATION-BASED HEALTHCARE COLLABORATION, DATA MANAGEMENT AND ACCESS CONTROL	U.S.	17/324,195	2021-MAY-19	-	-
IMPRIVATA, INC.	SECURE, NON-DISRUPTIVE FIRMWARE UPDATING	U.S.	17/143,390	2021-JAN-07	-	-
IMPRIVATA, INC.	COORDINATING COMMUNICATIONS AMONG HEALTHCARE PROVIDERS	U.S.	17/388,205	2021-JUL-29	-	-

Owner	Title	Country	Application No.	Filing Date:	Patent No.	Issue Date
IMPRIVATA, INC.	LOCATION-BASED HEALTHCARE COLLABORATION, DATA MANAGEMENT AND ACCESS CONTROL	U.S.	14/945,632	2015-NOV-19	-	-
IMPRIVATA, INC.	ACTIVE PRESENCE DETECTION WITH DEPTH SENSING	U.S.	15/836,238	2017-DEC-08	-	-
IMPRIVATA, INC.	LOCATION-BASED RESOURCE MANAGEMENT	U.S.	15/843,460	2017-DEC-15	-	-
IMPRIVATA, INC.	DEVICE-AGNOSTIC USER AUTHENTICATION AND TOKEN PROVISIONING	U.S.	15/679,343	2017-AUG-17	-	-
IMPRIVATA, INC.	LOCATION-BASED ANTICIPATORY RESOURCE PROVISIONING	U.S.	16/846,759	2020-APR-13	-	-
IMPRIVATA, INC.	PERSONAL DEVICE NETWORK FOR USER IDENTIFICATION AND AUTHENTICATION	U.S.	16/408,796	2019-MAY-10		
IMPRIVATA, INC.	STRONG AUTHENTICATION VIA DISTRIBUTED STATIONS	U.S.	16/834,117	2020-MAR-30		
IMPRIVATA, INC.	DELAYED AND PROVISIONAL USER AUTHENTICATION FOR MEDICAL DEVICES	U.S.	16/414,943	2019-MAY-17	-	-
IMPRIVATA, INC.	INFERENCE-BASED DETECTION OF PROXIMITY CHANGES	U.S.	17/089,982	2020-NOV-5	-	-
IMPRIVATA, INC.	QUORUM-BASED SECURE AUTHENTICATION	U.S.	17/374,089	2021-JUL-13	-	-

Schedule B

TRADEMARKS

Registered Trademarks:

Owner	Mark	Country	Registration No.	Registration Date
IMPRIVATA, INC.	FAIRWARNING	U.S.	3366695	08-JAN-2008
IMPRIVATA, INC.	FAIRWARNING READY	U.S.	4578562	05-AUG-2014
IMPRIVATA, INC.	PATIENT PRIVACY INTELLIGENCE	U.S.	5313927	17-OCT-2017
IMPRIVATA, INC.	TRUST BUT VERIFY	U.S.	3371855	22-JAN-2008
GROUNDCONTROL SOLUTIONS, INC.	GROUNDCONTROL	U.S.	4969421	31-MAY-2016
GROUNDCONTROL SOLUTIONS, INC.	GROUNDCONTROL	U.S.	4969422	31-MAY-2016
IMPRIVATA, INC.	IMPRIVATA IDENTITY GOVERNANCE	U.S.	5848847	03-SEP-2019
IMPRIVATA, INC.	IMPRIVATA PATIENTSECURE	U.S.	5239679	11-JUL-2017
IMPRIVATA, INC.	IMPRIVATA CONFIRM ID	U.S.	4852272	10-NOV-2015
IMPRIVATA, INC.	IMPRIVATA HEALTHCON	U.S.	4620888	14-OCT-2014
IMPRIVATA, INC.	ENABLING HEALTHCARE. SECURELY.	U.S.	4378775	06-AUG-2013
IMPRIVATA, INC.	IMPRIVATA CORTEXT	U.S.	4601936	09-SEP-2014
IMPRIVATA, INC.	CORTEXT	U.S.	4325686	23-APR-2013
IMPRIVATA, INC.	ONESIGN ANYWHERE	U.S.	4075295	20-DEC-2011
IMPRIVATA, INC.	NO CLICK ACCESS	U.S.	4265965	25-DEC-2012
IMPRIVATA, INC.	PATIENTSECURE	U.S.	3616739	05-MAY-2009
IMPRIVATA, INC.	ONESIGN	U.S.	2777653	28-OCT-2003
IMPRIVATA, INC.	IMPRIVATA	U.S.	2888235	28-SEP-2004
IMPRIVATA, INC.	IMPRIVATA	U.S.	2783822	18-NOV-2003

Schedule C

COPYRIGHTS

Registered Copyrights:

Owner	Copyright	Registration No.	Date
FAIRWARNING, INC.	THE FAIRWARNING PATIENT PRIVACY FRAMEWORK FOR BREACH DETECTION AND PREVENTION.	TX0007306183	03-JUN-2010