

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725531

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cofense Inc.		05/03/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Torch Capital LP		
Street Address:	430 Park Avenue		
Internal Address:	Suite 1202		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	6420262	CLOUDSEEKER	
Registration Number:	5852313	COFENSE	
Registration Number:	6380608	COFENSE	
Registration Number:	5825981	EAST WEST BANK	
Registration Number:	5922335	COFENSE VISION	
Registration Number:	5830498	PHISHING DEFENSE CENTER	
Registration Number:	5231792	PHISHME	
Registration Number:	3477730	PHISHME	
Registration Number:	5334954	PHISHME SIMULATOR	
Registration Number:	4793445	PROTECT YOUR BRAND	
Registration Number:	4793446	PROTECT YOUR NETWORK	
Registration Number:	5890269	RESPONSIVE DELIVERY	
Registration Number:	4794642	THREATHQ	
Registration Number:	5922334	WHO ELSE	
Serial Number:	97238669	COFENSE VALIDATOR	
Serial Number:	88140107	NOISE REDUCTION	
CORRESPONDENCE DATA			

OP \$415.00 6420262

Fax Number:

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.

Phone: 4045723401
Email: morgan.roth@kslaw.com
Correspondent Name: King & Spalding LLP, ATTN: Morgan Roth
Address Line 1: 1180 Peachtree Street, NE
Address Line 2: Suite 1600
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	30359.515017
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NAME OF SUBMITTER:	Morgan Roth
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SIGNATURE:	/Morgan Roth/
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DATE SIGNED:	05/03/2022
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Total Attachments: 6

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ASSIGNMENT FOR SECURITY - - TRADEMARKS

WHEREAS, (the “Assignor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of May 3, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Blue Torch Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Assignee”); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The words “execution,” “signed,” “signature,” and words of like import in this Assignment shall be deemed to include electronic signatures or electronic records, 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.

This Assignment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Pages to Follow]

SCHEDULE A TO ASSIGNMENT FOR SECURITY

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Cofense Inc.	United States	6420262	13-Jul-2021	31-May-2018	Cofense Inc.	CLOUDSEEKER
Cofense Inc.	Australia	1425229	29-May-2018	29-May-2018	Cofense Inc.	COFENSE
Cofense Inc.	Canada	TMA1068077	06-Jan-2020	20-Mar-2018	Cofense Inc.	COFENSE
Cofense Inc.	China (People's Republic)	31202990	07-Jul-2019	28-May-2018	Cofense Inc.	COFENSE
Cofense Inc.	European Union (Community)	1425229	29-May-2018	29-May-2018	Cofense Inc.	COFENSE
Cofense Inc.	Intl Reg. Only	1425229	29-May-2018	29-May-2018	Cofense Inc.	COFENSE
Cofense Inc.	Singapore	1425229	29-May-2018	29-May-2018	Cofense Inc.	COFENSE
Cofense Inc.	Switzerland	1425229	29-May-2018	29-May-2018	Cofense Inc.	COFENSE
Cofense Inc.	United Kingdom	UK00801425229	29-May-2018	29-May-2018	Cofense Inc.	COFENSE
Cofense Inc.	United States	5852313	03-Sep-2019	27-Nov-2017	Cofense Inc.	COFENSE
Cofense Inc.	Australia	1418141	31-May-2018	31-May-2018	Cofense Inc.	COFENSE & Circles Design
Cofense Inc.	Canada	TMA1068072	06-Jan-2020	25-May-2018	Cofense Inc.	COFENSE & Circles Design
Cofense Inc.	China (People's Republic)	31202991	07-Jul-2019	28-May-2018	Cofense Inc.	COFENSE & Circles Design
Cofense Inc.	European Union (Community)	1418141	31-May-2018	31-May-2018	Cofense Inc.	COFENSE & Circles Design
Cofense Inc.	Intl Reg. Only	1418141	31-May-2018	31-May-2018	Cofense Inc.	COFENSE & Circles Design
Cofense Inc.	Singapore	1418141	31-May-2018	31-May-2018	Cofense Inc.	COFENSE & Circles Design
Cofense Inc.	Switzerland	1418141	31-May-2018	31-May-2018	Cofense Inc.	COFENSE & Circles Design

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Cofense Inc.	United Kingdom	UK00801418141	31-May-2018	31-May-2018	Cofense Inc.	COFENSE & Circles Design
Cofense Inc.	United States	6380608	08-Jun-2021	26-Dec-2017	Cofense Inc.	COFENSE & Circles Design
Cofense Inc.	United States	5835981	13-Aug-2019	26-Dec-2017	Cofense Inc.	COFENSE & Circles Design
Cofense Inc.	European Union (Community)	1465284	01-Apr-2019	01-Apr-2019	Cofense Inc.	COFENSE VISION
Cofense Inc.	Intl Reg. Only	1465284	01-Apr-2019	01-Apr-2019	Cofense Inc.	COFENSE VISION
Cofense Inc.	United Kingdom	UK00801465284	01-Apr-2019	01-Apr-2019	Cofense Inc.	COFENSE VISION
Cofense Inc.	United States	5922335	26-Nov-2019	02-Oct-2018	Cofense Inc.	COFENSE VISION
Cofense Inc.	United States	5830498	06-Aug-2019	11-Apr-2019	Cofense Inc.	PHISHING DEFENSE CENTER
Cofense Inc.	Australia	1772759	25-May-2016	25-May-2016	Cofense Inc.	PHISHME
Cofense Inc.	Canada	TMA963771	23-Feb-2017	07-Mar-2016	Cofense Inc.	PHISHME
Cofense Inc.	European Union (Community)	012539243	23-Jun-2014	28-Jan-2014	Cofense Inc.	PHISHME
Cofense Inc.	United Kingdom	UK00912539243	23-Jun-2014	28-Jan-2014	Cofense Inc.	PHISHME
Cofense Inc.	United States	5231792	27-Jun-2017	31-Oct-2016	Cofense Inc.	PHISHME
Cofense Inc.	United States	3477730	29-Jul-2008	09-Jul-2007	Cofense Inc.	PHISHME
Cofense Inc.	European Union (Community)	012998787	03-Nov-2014	16-Jun-2014	Cofense Inc.	PHISHME & Design
Cofense Inc.	Switzerland	680271	10-Nov-2015	13-Oct-2015	Cofense Inc.	PHISHME & Design
Cofense Inc.	United Kingdom	UK00912998787	03-Nov-2014	16-Jun-2014	Cofense Inc.	PHISHME & Design
Cofense Inc.	European Union (Community)	1354133	07-Apr-2017	07-Apr-2017	Cofense Inc.	PHISHME REPORTER
Cofense Inc.	Australia	1354133	07-Apr-2017	07-Apr-2017	Cofense Inc.	PHISHME REPORTER

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Cofense Inc.	European Union (Community)	012998639	11-Mar-2014	16-Jun-2014	Cofense Inc.	PHISHME REPORTER
Cofense Inc.	Intl Reg. Only	1354133	07-Apr-2017	07-Apr-2017	Cofense Inc.	PHISHME REPORTER
Cofense Inc.	United Kingdom	UK00801354133	07-Apr-2017	07-Apr-2017	Cofense Inc.	PHISHME REPORTER
Cofense Inc.	United Kingdom	UK00912998639	11-Mar-2014	16-Jun-2014	Cofense Inc.	PHISHME REPORTER
Cofense Inc.	Australia	1354139	20-Apr-2017	20-Apr-2017	Cofense Inc.	PHISHME SIMULATOR
Cofense Inc.	European Union (Community)	1354139	20-Apr-2017	20-Apr-2017	Cofense Inc.	PHISHME SIMULATOR
Cofense Inc.	Intl Reg. Only	1354139	20-Apr-2017	20-Apr-2017	Cofense Inc.	PHISHME SIMULATOR
Cofense Inc.	United Kingdom	UK00801354139	20-Apr-2017	20-Apr-2017	Cofense Inc.	PHISHME SIMULATOR
Cofense Inc.	United States	5334954	14-Nov-2017	17-Apr-2017	Cofense Inc.	PHISHME SIMULATOR
Cofense Inc.	United States	4793445	18-Aug-2015	10-Oct-2014	Cofense Inc.	PROTECT YOUR BRAND
Cofense Inc.	United States	4793446	18-Aug-2015	10-Oct-2014	Cofense Inc.	PROTECT YOUR NETWORK
Cofense Inc.	United States	5890269	22-Oct-2019	11-Apr-2019	Cofense Inc.	RESPONSIVE DELIVERY
Cofense Inc.	United States	4794642	18-Aug-2015	08-Jan-2015	Cofense Inc.	THREATHQ
Cofense Inc.	United States	5922334	26-Nov-2019	02-Oct-2018	Cofense Inc.	WHO ELSE
Cofense Inc.	United States	97/238669	Not applicable	26-Jan-2022	Cofense Inc.	COFENSE VALIDATOR
Cofense Inc.	United States	88/140107	Not applicable	02-Oct-2018	Cofense Inc.	NOISE REDUCTION