

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733621

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NETWRIX CORPORATION		06/09/2022	Corporation: DELAWARE
POLICYPAK SOFTWARE, LLC		06/09/2022	Limited Liability Company: DELAWARE
STEALTHBITS TECHNOLOGIES LLC		06/09/2022	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Collateral Agent		
Street Address:	100 South Wacker Drive, 18th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3359290	NETWRIX	
Registration Number:	4931659	NETWRIX AUDITOR	
Registration Number:	3419549	POLICYPAK	
Registration Number:	5213178	SECURING YOUR STANDARDS	
Registration Number:	3668046	STEALTHAUDIT	
Registration Number:	3668047	STEALTHBITS	
Registration Number:	4330146	STEALTHINTERCEPT	
Registration Number:	4375871	STEALTHTOOLS	
Registration Number:	5763887	STEALTHDEFEND	
Registration Number:	5623309	STEALTHRECOVER	
Registration Number:	6502843	SBPAM	
Registration Number:	6486805	BYOV	
Registration Number:	6486806	STEALTHBITS ACTIVITY MONITOR	
Registration Number:	6486807	STEALTHBITS FILE ACTIVITY MONITOR	
CORRESPONDENCE DATA			

OP \$365.00 3359290

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Jay daSilva
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1708537 TM
NAME OF SUBMITTER:	Jonathan R. Larson
SIGNATURE:	/Jonathan R. Larson/
DATE SIGNED:	06/09/2022

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated June 9, 2022, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Golub Capital Markets LLC (“Golub”), as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, NETWRIX CORPORATION, a Delaware corporation (the “Borrower”), and NWRX ACQUISITION, INC., a Delaware corporation (“Holdco”) have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with each lender from time to time party thereto, each L/C Issuer party thereto and Golub as the Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

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 as follows:

A. Grant of Security. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “Patents”);

b. all trademark and service mark registrations and applications, 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 so long as, the creation of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law or result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations set forth in Schedule C hereto (the “Copyrights”);

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and 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; 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 Secured Documents (as such Secured 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 Secured 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.

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; Electronic Execution. 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. The words “execution,” “execute,” “signed,” “signature,” and words of like import in this IP Security Agreement or any amendment or other modification hereof 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, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. 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; Etc. Sections 10.15, 10.16 and 10.17 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.

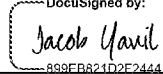
NETWRIX CORPORATION

By: 
Name: Jacob Yavil
Title: Chief Financial Officer

POLICYPAK SOFTWARE, LLC

By: 
Name: Jacob Yavil
Title: Chief Financial Officer

STEALTHBITS TECHNOLOGIES LLC

By: 
Name: Jacob Yavil
Title: Chief Financial Officer

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent



By: _____

Name: Robert G. Tuchscherer

Title: Senior Managing Director

SCHEDULE A

Registered Patents and Patent Applications

Registered Owners	Title	Reg. No./ Reg. Date
Stealthbits Technologies, Inc. ¹	Systems and methods for performing hooking in a jitted environment	9298432/March 29, 2016
Stealthbits Technologies, Inc.	Systems and methods for detecting and blocking malicious network activity	9807104/October 31, 2017
Stealthbits Technologies, Inc.	Systems and methods for shadow copy access prevention	10606766/March 31, 2020
Stealthbits Technologies LLC	Systems and methods for filtering events	10936380/March 2, 2021
Stealthbits Technologies LLC	Systems and methods for correcting file system permissions	11063951/July 13, 2021
Stealthbits Technologies LLC	Systems and methods for detecting malicious network activity	11075931/July 27, 2021
Stealthbits Technologies LLC	Systems and methods for shadow copy access prevention	11221968/January 11, 2022
Stealthbits Technologies LLC	Systems and methods for second protocol communication over LDAP	11310192/April 19, 2022

¹ NTD: Record of ownership will be updated post-closing to reflect Stealthbits Technologies LLC's ownership.

SCHEDULE B

Registered Trademarks and Trademark Applications

Registered Trademarks

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
NetWrix	United States	77158619/ April 14, 2007	3359290/ December 25, 2007	Registered	NetWrix Corporation
NetWrix Auditor	United States	86673894/ June 25, 2015	4931659/ April 5, 2016	Registered	NetWrix Corporation
PolicyPak	United States	77162947/ April 23, 2007	3,419,549/ April 29, 2008	Registered	PolicyPak Software, LLC
SECURING YOUR STANDARDS	United States	87206813/ October 18, 2016	5,213,178/ May 30, 2017	Registered	PolicyPak Software, LLC
STEALTHAUDIT	United States	76681068/August 23, 2007	3668046/August 18, 2009	Registered	Stealthbits Technologies, Inc. ²
STEALTHBITS	United States	76681069/August 23, 2007	3668047/August 18, 2009	Registered	Stealthbits Technologies, Inc.
STEALTHINTERCEPT	United States	85365451/July 7, 2011	4330146/May 7, 2013	Registered	Stealthbits Technologies, Inc.
STEALTHTOOLS	United States	85803424/December 14, 2012	4375871/July 30, 2013	Registered	Stealthbits Technologies, Inc.
STEALTHDEFEND	United States	87111972/July 21, 2016	5763887/May 28, 2019	Registered	Stealthbits Technologies, Inc.

² NTD: Record of ownership will be updated post-closing to reflect Stealthbits Technologies LLC's ownership.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
STEALTHRECOVER	United States	87337183/February 15, 2017	5623309/December 4, 2018	Registered	Stealthbits Technologies, Inc.
SBPAM	United States	88478641/June 18, 2019	6502843/September 28, 2021	Registered	Stealthbits Technologies, Inc.
BYOV	United States	88478649/June 18, 2019	6486805/September 14, 2021	Registered	Stealthbits Technologies, Inc.
STEALTHBITS ACTIVITY MONITOR	United States	88478661/June 18, 2019	6486806/September 14, 2021	Registered	Stealthbits Technologies, Inc.
STEALTHBITS FILE ACTIVITY MONITOR	United States	88478668/June 18, 2019	6486807/September 14, 2021	Registered	Stealthbits Technologies, Inc.

Trademark Applications

None.

SCHEDULE C

Registered Copyrights and Copyright Applications

Registered Owner	Copyright Title	Reg. No.	Reg. Date
NetWrix Corporation	NetWrix VMware Change Reporter (Computer Software)	TX0007479448	December 22, 2011