

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prevailion, Inc.		09/12/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cyber Innovation Partners II, LP, as Collateral Agent		
Street Address:	Two Harrison Street, Suite 180		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97206301	CONTINUOUS SECURITY VALIDATION	
Serial Number:	97206300	AUTOMATED SECURITY VALIDATION	
Registration Number:	6343813	TAILORED INTELLIGENCE	
Registration Number:	6343812	CONTINUOUS COMPROMISE MONITORING	
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:	6504732629		
Email:	ipcalendardept@omm.com		
Correspondent Name:	Scott Pink		
Address Line 1:	2765 Sand Hill Rd.		
Address Line 2:	O'Melveny & Myers LLP		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	0014429-00007		
NAME OF SUBMITTER:	Scott Pink		
SIGNATURE:	/Scott Pink/		
DATE SIGNED:	09/13/2022		
Total Attachments: 6			

CH \$115.00 97206301

source=Prevailion - IP Security Agreement Supplement 09122022#page1.tif

source=Prevailion - IP Security Agreement Supplement 09122022#page2.tif

source=Prevailion - IP Security Agreement Supplement 09122022#page3.tif

source=Prevailion - IP Security Agreement Supplement 09122022#page4.tif

source=Prevailion - IP Security Agreement Supplement 09122022#page5.tif

source=Prevailion - IP Security Agreement Supplement 09122022#page6.tif

TRADEMARK

REEL: 007845 FRAME: 0918

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This Intellectual Property Security Agreement Supplement (this “Supplement”) is entered into as of September 12, 2022, by and among Prevailion, Inc., a Delaware corporation (the “Grantor”) and Cyber Innovation Partners II, LP, in its capacity as collateral agent for itself and the other Secured Parties (as defined in the Security Agreement (as defined below)) (the “Collateral Agent”).

RECITALS

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of August 26, 2022, by and among the Grantor, each of the Lenders party thereto from time to time and the Collateral Agent (as amended, restated or otherwise modified from time to time, the “Security Agreement”) in connection with that certain Secured Convertible Note Purchase Agreement, dated as of August 26, 2022, by and among the Grantor and each of the purchasers party thereto from time to time, the Grantor has granted to the Collateral Agent, on behalf of the Secured Parties, a security interest in all of Grantor’s right, title and interest, whether now owned or hereafter acquired or in which the Grantor now has or at any time in the future may acquire any right, title or interest and to the extent not otherwise included, in, to and under all of the Collateral.

WHEREAS, the parties hereto are party to that certain Intellectual Property Security Agreement, dated as of August 26, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the IP Security Agreement.

WHEREAS, Grantor has agreed to execute this Supplement in supplement of the IP Security Agreement for recording with the United States Patent and Trademark Office.

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 Grantor’s obligations to the Collateral Agent, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. The Grantor hereby grants to the Collateral Agent for itself and the ratable benefit of the Lenders, a security interest in and to all of the Grantor’s right, title and interest in and its intellectual property to the extent constituting Collateral, in each case whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest and to the extent not otherwise included (all of which shall collectively be called the “Additional Intellectual Property Collateral”), including, without limitation, the following:

- (a) the intellectual property set forth on Exhibit A;
- (b) all rights with respect to the any of the foregoing and all applications for registration or registrations thereof; and
- (c) all Proceeds, and products of any and all of the foregoing, all payments under insurance, any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing, and all collateral security and guarantees given by any Person with respect to any of the foregoing and all books and records pertaining to the foregoing.

The Grantor agrees that all such Additional Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Security Agreement.

2. Recordation. The 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 the Collateral Agent.

3. Incorporation of the IP Security Agreement. The terms and provisions of the IP Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Security Agreement, all of the provisions of which IP Security Agreement are and remain in full force and effect.

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 State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Supplement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PREVAILION, INC., as the Grantor

By: 
Name: Karim Hijazi
Title: CEO/President

[Signature Page to Supplement]

COLLATERAL AGENT:

**CYBER INNOVATION PARTNERS II, LP, as
Collateral Agent**

DocuSigned by:
Robert R. Ackerman, Jr.
By: _____
Name: Robert R Ackerman, Jr.
Title: Managing Member

[Signature Page to Supplement]

EXHIBIT A

Intellectual Property

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application/ Date</u>
Continuous Security Validation	97206301	January 6, 2022
Automated Security Validation	97206300	January 6, 2022
Tailored Intelligence	6343813	May 4, 2021
Continuous Compromise Monitoring	6343812	May 4, 2021

OMM_US:80873234.3

RECORDED: 09/13/2022

TRADEMARK
REEL: 007845 FRAME: 0924