

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Esentire, Inc.		03/24/2023	Corporation: CANADA
Cyfir, LLC		03/24/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ally Bank		
Street Address:	300 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5870776	ESLOG	
Registration Number:	5870775	ESENDPOINT	
Registration Number:	5870774	ESNETWORK	
Registration Number:	5682938	ESENTIRE DNS FIREWALL	
Registration Number:	5917516	ESENTIRE MDR	
Registration Number:	5784506	ESENTIRE MANAGED DETECTION AND RESPONSE	
Registration Number:	5682939	CYMON	
Registration Number:	5742351	ESENTIRE TRAP	
Registration Number:	5592746	ESENTIRE TARGETED RETROSPECTIVE ANALYSIS	
Serial Number:	87099458	ESENTIRE TRAINING DAY	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,fan.yang@hklaw.com		
Correspondent Name:	Holland & Knight, LLP		
Address Line 1:	10 St. James Avenue		

OP \$265.00 5870776

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 03/30/2023

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 24th day of March, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and ALLY BANK (“Ally”), in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 24, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among 1126833 B.C. Ltd., a British Columbia company (“Parent”), eSentire Inc., a British Columbia company (“eSentire”), eSentire America, Inc., a Delaware corporation (“eSentire US”), each of eSentire’s Subsidiaries party thereto from time to time as a borrower (together with eSentire and eSentire US, each individually a “Borrower” and, collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”) and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors and the other Persons party thereto as a “Grantor” thereunder shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of March 24, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademark registrations and registrations referred to on Schedule I;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing Trademark registrations and renewals; and

(d) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors or any other Loan Party to Agent or the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Loan Party.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights

of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ESENTIRE, INC.,
a British Columbia company,

By: 
Name: Kerry Bailey
Title: Chief Executive Officer

CYFIR, LLC,
a Delaware limited liability company

By: _____
Name: J. Paul Haynes
Title: President and Chief Operating Officer

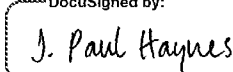
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ESENTIRE, INC.,
a British Columbia company,

By: _____
Name: Kerry Bailey
Title: Chief Executive Officer

CYFIR, LLC,
a Delaware limited liability company

DocuSigned by:

By: _____
Name: J. Paul Haynes
Title: President and Chief Operating Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ALLY BANK

By: ATW

Name: Alex Weekes

Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Owner	Trademark	Filing Date/Registration Date	Serial/Registration No.
eSentire, Inc.	ATLAS XDR CLOUD	02/06/2021	90748923
eSentire, Inc.	ESENTIRE XDR CLOUD	06/01/2021	90450828
eSentire, Inc.	ESLOG	10/1/2019	87502708/ 5870776
eSentire, Inc.	ESENDPOINT	10/1/2019	87502694/ 5870775
eSentire, Inc.	ESNETWORK	10/1/2019	87502637/ 5870774
eSentire, Inc.	ESARTEMIS MDR PLATFORM	6/14/2017	87488607
eSentire, Inc.	ESARTEMIS	6/14/2017	87488567
eSentire, Inc.	ESARTEMIS MDR TECHNOLOGY	6/14/2017	87488491
eSentire, Inc.	ESENTIRE TRAINING DAY	7/11/2016	87099458
eSentire, Inc.	ESENTIRE DNS FIREWALL	2/26/2019	87099422/ 5682938
eSentire, Inc.	ESENTIRE MDR	11/26/2019	87099400/ 5917516
eSentire, Inc.	ESENTIRE MANAGED DETECTION AND RESPONSE	6/25/2019	87358348/ 5784506
eSentire, Inc.	ESENTIRE ENDPOINT MANAGED DETECTION AND RESPONSE	8/11/2016	87135513
eSentire, Inc.	CYMON	2/26/2019	87099441/ 5682939
eSentire, Inc.	ESENTIRE ENDPOINT MDR	8/11/2016	87135517
eSentire, Inc.	ESENTIRE TRAP	5/7/2019	86457394/ 5742351
eSentire, Inc.	ESENTIRE TARGETED RETROSPECTIVE ANALYSIS PLATFORM	10/30/2018	86457375/ 5592746

Owner	Trademark	Filing Date/Registration Date	Serial/Registration No.
eSentire, Inc.	ATLAS XDR CLOUD	02/06/2021	90748923
eSentire, Inc.	ESENTIRE XDR CLOUD	06/01/2021	90450828
eSentire, Inc.	ESENTIRE LOG SENTRY	10/30/2018	86457328/ 5592745
eSentire, Inc.	ESENTIRE HOST INTERCEPTOR	10/30/2018	86457294/ 5592744
eSentire, Inc.	ESENTIRE	1/21/2014	85574578/ 4468573
eSentire, Inc.	THREATCASE	5/28/2019	87443263/ 5764184
eSentire, Inc.	THREATCASE	5/28/2019	87443260/ 5764183
eSentire, Inc.	CONTEXT RELEVANT Design	5/23/2017	87199280/ 5208838
eSentire, Inc.	CONTEXT RELEVANT Design	5/23/2017	87199265/ 5208836
eSentire, Inc.	CONTEXT RELEVANT Design	5/31/2016	86756306/ 4968019
CyFIR, LLC	CYFIR	January 24, 2013 / January 24, 2014	4556822

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently in Use

None.

Trademark Licenses

None.