

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lookingglass Cyber Solutions, LLC		05/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Stifel Bank		
Street Address:	501 North Broadway		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63102		
Entity Type:	Bank: MISSOURI		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	97284384	SCOUTINSPECT	
Registration Number:	6889903		
Registration Number:	6201176	SCOUTTHREAT	
Registration Number:	5878799	SCOUTSHIELD	
Registration Number:	4867168	LOOKINGGLASS	
Registration Number:	4590535	VIRUSTRACKER	
Registration Number:	5252016	SCOUTPRIME	
Registration Number:	5082702	SCOUTINTERJECT	
Registration Number:	4328087	SCOUTVISION	
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:	9198382231		
Email:	lcompton@smithlaw.com		
Correspondent Name:	Linnell V. Compton		
Address Line 1:	P.O. Box 2611		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
ATTORNEY DOCKET NUMBER:	016101.00023		

CH \$240.00 97284384

NAME OF SUBMITTER:	Linnell V Compton
SIGNATURE:	/lvc/
DATE SIGNED:	06/01/2023
Total Attachments: 6 source=Stifel - ZeroFox - IPSA (Lookingglass Cyber Solutions)#page1.tif source=Stifel - ZeroFox - IPSA (Lookingglass Cyber Solutions)#page2.tif source=Stifel - ZeroFox - IPSA (Lookingglass Cyber Solutions)#page3.tif source=Stifel - ZeroFox - IPSA (Lookingglass Cyber Solutions)#page4.tif source=Stifel - ZeroFox - IPSA (Lookingglass Cyber Solutions)#page5.tif source=Stifel - ZeroFox - IPSA (Lookingglass Cyber Solutions)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of May 31, 2023 by and between STIFEL BANK ("Bank") and LOOKINGGLASS CYBER SOLUTIONS, LLC ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor's affiliate, ZeroFox, Inc. ("Borrower"), in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Borrower, Grantor and certain affiliates of Grantor dated as of January 7, 2021 (as amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to continue to make the Loans to Borrower, but only upon the condition, among others, that Grantor grants to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all re-issues, divisions, continuations, renewals, extensions, and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

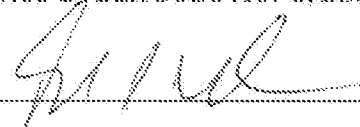
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1834 S. Charles St.
Baltimore, MD 21230
Attn: Tim Bender
E-mail: tim@zerofox.com
Telephone: 855-936-9369

LOOKINGGLASS CYBER SOLUTIONS, LLC

By:  _____

Name: Timothy S. Bender

Title: Chief Financial Officer

BANK:

Address of Bank:

787 Seventh Avenue, 11th Floor
New York, New York 10019
Attn: Nathaniel Stone

STIFEL BANK

By: _____

Name: _____

Title: _____

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Address of Grantor:

1834 S. Charles St.
Baltimore, MD 21230
Attn: Tim Bender
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LOOKINGGLASS CYBER SOLUTIONS, LLC

By: _____

Name: Timothy S. Bender

Title: Chief Financial Officer

BANK:

Address of Bank:

787 Seventh Avenue, 11th Floor
New York, New York 10019
Attn: Nathaniel Stone

STIFEL BANK

By:  _____

Name: James C. Rinz

Title: _____

Executive Vice President

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.


EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>Application / Issue Date</u>
1. Systems and Methods for Low Latency Stateful Threat Detection and Mitigation	11,201,887	12/14/2021
2. Systems and Methods for Monitoring and Securing Networks Using a Shared Buffer	11,196,710	12/7/2021
3. Systems and Methods for Dynamic Zone Protection of Networks	11,057,415	7/6/2021
4. Systems and Methods for Dynamic Zone Protection of Networks	11,283,823	3/22/2022
5. Methods and Apparatus of an Immutable Threat Intelligence System	10,614,131	4/7/2020
6. Methods and Apparatus for Analyzing Asynchronous Cyber-Threat Event Data Using Discrete Time Intervals	9,930,059	3/27/2018
7. Information Security Apparatus and Methods for Credential Dump Authenticity Verification	9,871,797	1/16/2018
8. Information Security Apparatus and Methods for Credential Dump Authenticity Verification	10,574,658	2/25/2020
9. Methods and Apparatus for Efficient Storage and Processing of Global and Local Cyber Threat Data in a Distributed Factor Graph Database	10,469,515	11/5/2019
10. Apparatuses, Methods and Systems for a Real-Time Cyber Threat Indicator Verification Mechanism	9,596,266	3/14/2017
11. Apparatuses, Methods and Systems for a Real-Time Cyber Threat Indicator Verification Mechanism	10,027,705	7/17/2018
12. Cyber Threat Identification and Analytics Apparatuses, Methods and Systems	9,584,541	2/28/2017
13. Computer Network Attribute Bilateral Inheritance	9,455,993	9/17/2016
14. Computer Network Attribute Bilateral Inheritance	9,807,108	10/31/2017
15. Cyber Threat Monitor and Control Apparatuses, Methods and Systems	9,210,185	12/8/2015
16. Cyber Threat Monitor and Control Apparatuses, Methods and Systems	9,509,712	11/29/2016
17. Cyber Threat Monitor and Control Apparatuses, Methods and Systems	9,749,347	8/29/2017
18. Cyber Threat Monitor and Control Apparatuses, Methods and Systems	10,033,754	7/24/2018
19. Apparatuses, Methods and Systems for a Cyber Threat Confidence Rating Visualization and Editing User Interface	9,118,714	8/25/2015
20. Apparatuses, Methods and Systems for a Cyber Threat Confidence Rating Visualization and Editing User Interface	9,596,256	3/14/2017
21. Apparatuses, Methods and Systems for a Cyber Threat Confidence Rating Visualization and Editing User Interface	10,511,621	12/17/2019
22. Systems and Methods for Dynamic Zone Protection of Networks	17/650,990	2/14/2022
23. Systems and Methods for Monitoring and Securing Networks Using a Shared Buffer	17/453,514	11/4/2021
24. Systems and Methods for Low Latency Stateful Threat Detection and Mitigation	17/453,669	11/5/2021

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial No.</u>	<u>Registration/ Application Date</u>
	6889903	11/1/2022
SCOUTTHREAT	6201176	11/17/2020
SCOUTSHIELD	5878799	10/8/2019
LOOKINGGLASS	4867168	12/8/2015
VIRUSTRACKER	4590535	8/19/2014
SCOUTPRIME	5252016	7/25/2017
SCOUTINTERXECT	5082702	11/15/2016
SCOUTVISION	4328087	4/30/2013
SCOUTINSPECT	97284384	2/15/2022