

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM19160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virtru Corporation		02/06/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Stifel Bank		
Street Address:	501 N. Broadway		
Internal Address:	Suite 1700		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63102		
Entity Type:	Chartered Bank: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88860797	PRIVACY, SECURED.	
Serial Number:	85913789	VIRTRU	
CORRESPONDENCE DATA			
Fax Number:	8586771401		
<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:	6198643377		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	Mr. Christian Isaac Cruz		
Address Line 1:	4365 Executive Drive		
Address Line 2:	Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Christian Cruz		
SIGNATURE:	Christian Cruz		
DATE SIGNED:	02/06/2024		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) is entered into as of February 6, 2024, by and between (a) STIFEL BANK, a Missouri state-chartered bank (“Bank”), and (b) VIRTRU CORPORATION, a Delaware corporation (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to Grantor, in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the same date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. 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 (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor

connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. 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.

6. 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.

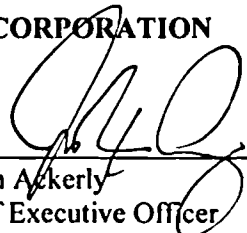
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signatures included on the following page]

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:

VIRTRU CORPORATION

By: 
Name: John Ackerly
Title: Chief Executive Officer

BANK:

STIFEL BANK

By:  _____

Name: **James C. Binz**

Title: **Executive Vice President**

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Grantor</u>	<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
Virtru Corporation	Methods and systems for distributing cryptographic data to authenticated recipients	14064274	10/28/13	8874902	10/28/14
Virtru Corporation	Methods and systems for securing containerized applications	17184364	2/24/21	None	
Virtru Corporation	Methods and systems for distributing encrypted cryptographic data	17516334	11/01/21	None	
Virtru Corporation	Methods and Systems for Distributing Cryptographic Data to Authenticated Recipients	13340732	12/30/11	8589673	11/19/13
Virtru Corporation	Methods and systems for decrypting an encrypted portion of a uniform resource identifier	14645887	3/12/15	9577989	2/21/17
Virtru Corporation	Methods and systems for generating probabilistically searchable messages	15073933	3/18/16	10114900	10/30/18
Virtru Corporation	Methods and systems for distributing encrypted cryptographic data	16689113	11/20/19	11044239	6/22/21
Virtru Corporation	Methods and Systems for Restricting Data Access Based on Properties of At Least One of a Process and a Machine Executing the Process	18073785	12/02/22	None	
Virtru Corporation	Methods and systems for distributing encrypted cryptographic data	15238752	8/17/16	10523646	12/31/19
Virtru Corporation	Methods and systems for distributing encrypted cryptographic data	17324339	5/19/21	11196729	12/07/21
Virtru Corporation	Methods and systems for distributing cryptographic data to trusted recipients	14489604	9/18/14	9225709	12/29/15
Virtru Corporation	Methods and systems for enforcing, by a kernel driver, a usage restriction associated with encrypted data	14834461	8/25/15	9710659	7/18/17
Virtru Corporation	Methods and systems for distributing cryptographic data to authenticated recipients	14949087	11/23/15	9578021	2/21/17
Virtru Corporation	Methods and Systems for Restricting Data Access Based on Properties of At Least One of a Process and a Machine Executing the Process	16750950	1/23/20	11531777	12/20/22
Virtru Corporation	Methods and systems for generating probabilistically searchable messages	16142367	9/26/18	None	

<u>Grantor</u>	<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
Virtru Corporation	Methods and systems for enforcing, by a kernel driver, a usage restriction associated with encrypted data	15623475	6/15/17	None	

EXHIBIT C

Trademarks

<u>Grantor</u>	<u>Mark</u>	<u>Applicatio n Number</u>	<u>Applicatio n Date</u>	<u>Registratio n Number</u>	<u>Registratio n Date</u>
Virtru Corporatio n	PRIVACY, SECURED.	88860797	04/06/20	6155588	09/15/20
Virtru Corporatio n	VIRTRU	85913789	04/24/13	4782425	07/28/15