

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI44584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VARMOUR NETWORKS, INC.		04/12/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	FIRST-CITIZENS BANK & TRUST COMPANY		
Street Address:	75 N. Fair Oaks Avenue (CLAS PAS-04-02)		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91103		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4795774	VARMOUR	
Serial Number:	97107068	VARMOUR	
Serial Number:	97370496	VARMOUR RELATIONSHIP CLOUD	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	2273102 JM		
NAME OF SUBMITTER:	Andrew Hackett		
SIGNATURE:	Andrew Hackett		
DATE SIGNED:	02/22/2024		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of April 12, 2023, by and between FIRST-CITIZENS BANK & TRUST COMPANY (“**Bank**”) and VARMOUR NETWORKS, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement dated as of August 12, 2021, as amended by that certain Consent and First Amendment to Amended and Restated Loan and Security Agreement dated as of the date hereof (as the same may from time to time be further 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 make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to 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 (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) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) 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;

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

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

(j) 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. 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 Bank.

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. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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:

VARMOUR NETWORKS, INC.

DocuSigned by:
By: Jeff Klinkrodt
C889836C04374BF...

Name: Jeff Klinkrodt
Title: Office of Chief Executive Officer

BANK:

FIRST-CITIZENS BANK & TRUST
COMPANY

DocuSigned by:
By: Bellet Eliasnia
1F7022D06629741C...

Name: Bellet Eliasnia
Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Title	Current Assignee	Issued Date or Filed Date	Patent Number or Serial Number	Status
Conditional Declarative Policies	vArmour Networks, Inc.	6/28/2016	9380027	Granted
System and Method for Threat-Driven Security Policy Controls	vArmour Networks, Inc.	3/22/2016	9294442	Granted
Methods and Systems for Improving Analytics in Distributed Networks	vArmour Networks, Inc.	1/29/2019	10193929	Granted
Methods and Systems for Providing Security to Distributed Microservices	vArmour Networks, Inc.	1/8/2019	10178070	Granted
Methods and Systems for Orchestrating Physical and Virtual Switches to Enforce Security Boundaries	vArmour Networks, Inc.	5/15/2018	9973472	Granted
Delivering Security Functions to Distributed Networks	vArmour Networks, Inc.	12/20/2016	9525697	Granted
Using Multiple Central Processing Unit Cores for Packet Forwarding in Virtualized Networks	vArmour Networks, Inc.	11/1/2016	9483317	Granted
Context Aware Microsegmentation	vArmour Networks, Inc.	10/11/2016	9467476	Granted
Microsegmented Networks that Implement Vulnerability Scanning	vArmour Networks, Inc.	9/6/2016	9438634	Granted
Distributed Service Processing of Network Gateways Using Virtual Machines	vArmour Networks, Inc.	3/28/2017	9609083	Granted
Security Policy Generation Using Container Metadata	vArmour Networks, Inc.	12/13/2016	9521115	Granted
Security Policy Generation for Virtualization, Bare-Metal Server, and Cloud Computing Environments	vArmour Networks, Inc.	4/16/2019	10264025	Granted
Data Network Microsegmentation	vArmour Networks, Inc.	1/31/2017	9560081	Granted

Directing Data Traffic between Intra-Server Virtual Machines	vArmour Networks, Inc.	1/29/2019	10191758	Granted
Recursive Multi-Layer Examination for Computer Network Security Remediation	vArmour Networks, Inc.	6/13/2017	9680852	Granted
Conditional Declarative Policies	vArmour Networks, Inc.	4/11/2017	9621595	Granted
Systems and Methods for Continually Scoring and Segmenting Open Opportunities Using Client Data and Product Predictors	vArmour Networks, Inc.	8/25/2020	10755334	Granted
Segmented Networks that Implement Scanning	vArmour Networks, Inc.	3/28/2017	9609026	Granted
Context Aware Microsegmentation	vArmour Networks, Inc.	12/18/2018	10158672	Granted
Granular Segmentation Using Events	vArmour Networks, Inc.	10/10/2017	9787639	Granted
Multi-Node Affinity-Based Examination for Computer Network Security Remediation	vArmour Networks, Inc.	9/12/2017	9762599	Granted
Delivering Security Functions to Distributed Networks	vArmour Networks, Inc.	9/25/2018	10084753	Granted
Segmented Networks that Implement Scanning	vArmour Networks, Inc.	10/23/2018	10110636	Granted
Deception using Distributed Threat Detection	vArmour Networks, Inc.	10/2/2018	10091238	Granted
Recursive Multi-Layer Examination for Computer Network Security Remediation	vArmour Networks, Inc.	8/13/2019	10382467	Granted
Cloud Security Management	vArmour Networks, Inc.	2/7/2023	11575563	Granted
Template-Driven Intent-Based Security	vArmour Networks, Inc.	3/29/2022	11290493	Granted
Validation of Cloud Security Policies	vArmour Networks, Inc.	4/19/2022	11310284	Granted
Reliability Prediction for Cloud Security Policies	vArmour Networks, Inc.	3/29/2022	11290494	Granted

Distributed Computer Network Zone Based Security Architecture	vArmour Networks, Inc.	8/16/2016	9419941	Granted
Modeling Topic-Based Message-Oriented Middleware within a Security System	vArmour Networks, Inc.	12/23/2020	17/133,451	Filed
Modeling Queue-Based Message-Oriented Middleware Relationships in a Security System	vArmour Networks, Inc.	12/23/2020	17/133,458	Filed
Modeling Application Dependencies to Identify Operational Risk	vArmour Networks, Inc.	12/23/2020	17/133,466	Filed
Relationship-Based Search in a Computing Environment	vArmour Networks, Inc.	7/8/2021	17/370,686	Filed
Systems and Methods for Understanding Identity and Organizational Access to Applications within an Enterprise Environment	vArmour Networks, Inc.	2/8/2022	2022200807	Filed
Systems and Methods for Understanding Identity and Organizational Access to Applications within an Enterprise Environment	vArmour Networks, Inc.	2/8/2022	22155742.4	Filed
System and Method for Attributing User Behavior from Multiple Technical Telemetry Sources	vArmour Networks, Inc.	1/29/2021	17/162,761	Filed
Methods and Systems for Accurately Assessing Application Access Risk	vArmour Networks, Inc.	1/29/2021	17/162,769	Filed

EXHIBIT C

Trademarks

Mark	Country	Application No.	Application Date	Registration No.	Registration Date
VARMOUR	Australia	2300801	4/29/2022	1683902	11/28/2022
VARMOUR	Australia	2300856	4/29/2022	1684093	2/6/2023
VARMOUR	Brazil	1683902	4/29/2022		
VARMOUR	Brazil	1684093	4/29/2022		
VARMOUR	Canada	2209614	4/29/2022		
VARMOUR NETWORKS	Canada	1653382	11/25/2013	TMA1,054,569	9/16/2019
VARMOUR	China	1683902	4/29/2022		
VARMOUR NETWORKS	China	13799160	12/25/2013	13799160	2/28/2015
VARMOUR	European Union	1683902	4/29/2022	1683902	2/1/2023
VARMOUR NETWORKS	European Union	012333837	11/22/2013	012333837	4/21/2014
VARMOUR	Israel	1683902	4/29/2022		

Mark	Country	Application No.	Application Date	Registration No.	Registration Date
VARMOUR	Israel	256259	4/29/2022		
VARMOUR	Japan	1683902	4/29/2022		
VARMOUR NETWORKS	Japan	2013-093777	11/29/2013	5651429	2/21/2014
VARMOUR	Madrid Protocol	1683902	4/29/2022	1683902	9/15/2022
VARMOUR	Madrid Protocol	1684093	4/29/2022	1684093	9/15/2022
VARMOUR	New Zealand	1683902	4/29/2022		
VARMOUR	New Zealand	1219534	4/29/2022	1219534	2/28/2023
VARMOUR	Singapore	1683902	4/29/2022		
VARMOUR	Singapore	1684093	4/29/2022		
VARMOUR	Taiwan	111030328	5/2/2022		
VARMOUR NETWORKS	Taiwan	102066807	11/28/2013	01659397	8/16/2014
VARMOUR (MAP)	United Arab Emirates	1683902	4/29/2022		
VARMOUR (MAP)	United Arab Emirates	1684093	4/29/2022		
VARMOUR	United Kingdom	1683902	4/29/2022	1683902	2/24/2023
VARMOUR NETWORKS	United Kingdom	012333837	11/22/2013	UK00912333837	4/21/2014
VARMOUR	United States	86011392	7/16/2013	4795774	8/18/2015

Mark	Country	Application No.	Application Date	Registration No.	Registration Date
VARMOUR	United States	97107068	11/3/2021		
VARMOUR RELATIONSHIP CLOUD	United States	97370496	4/19/2022		

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date