

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438665

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Malwarebytes Inc.		08/09/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue, 42nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3725149	MALWAREBYTES	
Registration Number:	5178112	M	
Serial Number:	86877398	M	
Serial Number:	87396858	TECHBENCH	
Serial Number:	87396871	ADWCLEANER	
Serial Number:	87433395	ANTI-CRAPWARE	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	619-699-2700		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	08/09/2017		
Total Attachments: 7			

CH \$165.00 3725149

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”) is entered into as of August 9, 2017 by and between Malwarebytes Inc., a Delaware corporation (“Grantor”), whose address is 3979 Freedom Circle, 12th Floor, Santa Clara, CA 95054 and JPMorgan Chase Bank, N.A. (together with its successors and assigns, the “Bank”), whose address is 270 Park Avenue, 42nd Floor, New York, NY, on behalf of the Bank and the other Secured Parties.

PRELIMINARY STATEMENT

WHEREAS, Grantor, the other Obligors party thereto and the Bank have entered into that certain Loan and Security Agreement dated as of August 9, 2017 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Loan Agreement”).

WHEREAS, under the terms of the Loan Agreement, Grantor has granted to the Bank, for the ratable benefit of the Secured Parties, a security interest in the Collateral (as defined in Section 1 below) of Grantor and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Terms Defined in Credit Agreement or Security Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement, as applicable.

SECTION 2. Grant of Security. Grantor hereby grants to the Bank, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in and to the following (the “Collateral”):

- (i) the Patents set forth in Schedule A hereto;
- (ii) the Trademarks set forth in Schedule B hereto;
- (iii) the Copyrights set forth in Schedule C hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of subclauses (i)-(v) above.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all Secured Obligations of Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Bank with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MALWAREBYTES INC.

By: MRH-6
Name: MARK HARRIS
Title: CEO

BANK:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MALWAREBYTES INC.

By: 
Name: MARCIN KLECZYNSKI
Title: CEO

BANK:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MALWAREBYTES INC.

By: _____
Name:
Title:

BANK:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: Justin B. Kelley
Title: Executive Director

Schedule A

Patents

Patent Description	Patent Number	Issue Date
Anti-Malware Installation Deployment Simulator	9,021,453	Apr 28, 2015
Anti-Malware Digital-Signature Verification	9,058,504	Jun 16, 2015
Access Control Manager	9,154,459	Oct 6, 2015

Patent Applications

Application Description	Application Filing Date	Application Serial Number
Preventing the Successful Exploitation of Software Application Vulnerability for Malicious Purposes	Sep 24, 2013	14/035,678
Behavior-Based Ransomware Detection	Jan 24, 2017	15/414,579
Detection and Removal of Unwanted Applications	Apr 19, 2017	15/491,879
Static Anomaly-Based Detection of Malware Files	May 23, 2017	15/603,337
Behavior-Based Ransomware Detection	Jul 5, 2017	15/642,093
Scalable Cloud-Based Endpoint Security System	Jul 31, 2017	15/665,368


Schedule B

Trademarks

Trademark	Registration Date	Registration Number
MALWAREBYTES (US)	15-DEC-2009	US Reg. No. 3725149
MALWAREBYTES (EU)	10-JUN-2013	EU Reg. No. 011042462
MALWAREBYTES (Turkey)	22-DEC-2015	Turkey Reg. No. 201430399

Trademark	Registration Date	Registration Number
 (M Logo) (US)	4-APR-2017	US Reg. No. 5178112
 (M Logo) (EU)	23-DEC-2016	EU Reg. No. 015568066
ADWCLEANER (France)	21-OCT-2016	France Reg. No. 4276917

Trademark Applications

Trademark Application	Application Filing Date	Application Serial Number
 (M Logo) (US)	15-JAN-2016	US App. No. 86877398
TECHBENCH (US)	3-APR-2017	US App. No. 87396858
TECHBENCH (EU)	10-APR-2017	EU App. No. 016582744
ADWCLEANER (US)	3-APR-2017	US App. No. 87396871
ADWCLEANER (EU)	5-APR-2017	EU App. No. 016551855
ANTI-CRAPWARE (US)	2-MAY-2017	US App. No. 87433395

Copyrights

None.

Copyright Applications

None.