

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481310

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900449500		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Snyk Limited		02/28/2018	limited company (Ltd.): ENGLAND
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86889041	SNYK	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	949-760-0404		
Email:	efiling@knobbe.com		
Correspondent Name:	Stacey Halpern		
Address Line 1:	2040 Main Street, 14th Floor		
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ATTORNEY DOCKET NUMBER:	BRDGB37.001GUS		
NAME OF SUBMITTER:	Stacey R. Halpern		
SIGNATURE:	/Stacey R. Halpern/		
DATE SIGNED:	07/10/2018		
Total Attachments: 7			
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Supplemental Debenture

by way of supplement to a Debenture dated
28 February 2018

- (1) Snyk Limited
(as Original Chargor)

- (2) Silicon Valley Bank
(as Bank)

Dated *1 May* 2018

BIRD & BIRD LLP
12 New Fetter Lane
London EC4A 1JP

Tel: 020 7415 6000
www.twobirds.com

Ref: EDQD/JMHB/TCT/SVBCA.0020

This Supplemental Debenture is made as a deed on 1 May 2018

Between:

- (1) **SNYK LIMITED** a company incorporated and registered in England and Wales with company number 09677925 whose registered office is at We Work 1, Mark Square, London, EC2A 4EG (the "Original Chargor"); and
- (2) **SILICON VALLEY BANK** a California corporation with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 US operating through its UK Branch at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR (the "Bank").

Background:

Since the date of the Debenture (as defined below), the Original Chargor has submitted the US Patent Application (as defined below) and enters into this Supplemental Debenture to supplement the security granted by it pursuant to the Debenture.

It is agreed as follows:

1. Definitions and Interpretation

1.1 Definitions

- (a) This Supplemental Debenture is a "Loan Document".
- (b) In this Supplemental Debenture, terms which are defined in Clause 1 (*Interpretation*) of the Debenture and which are not otherwise expressly defined in this Supplemental Debenture shall have the meanings and shall be construed as provided in Clause 1 (*Interpretation*) of the Debenture.
- (c) In this Supplemental Debenture the following expressions have the following meanings, unless the context otherwise requires:

"Debenture" means the debenture granted by the Original Chargor in favour of the Bank dated 28 February 2018 as a continuing security for the Secured Liabilities.

"Loan Documents" has the meaning given to such term in the Loan Agreement.

"US Patent Application" means the application for a US patent at the United States Patent and Trademark Office details of which are set out in the Schedule (and such rights, divisions, prolongations, renewals, extensions, supplementary protection certificates and continuations of such application).

1.2 Construction

- (a) The provisions of Clauses 1.2 (*Construction*), and 1.3 (*Law of Property (Miscellaneous Provisions) Act 1989*) of the Debenture shall apply to this Supplemental Debenture as if set out in full in this Supplemental Debenture.
- (b) Any reference in this Supplemental Debenture to a "Chargor" or to the "Bank" shall be construed so as to include its respective successors in title, permitted assignees or permitted transferees.

1.3 **Effect as a deed**

This Supplemental Debenture is intended to take effect as a deed notwithstanding that any party to this Supplemental Debenture may have executed it under hand only.

1.4 **Full title guarantee and implied covenants**

All the security created or given under this Supplemental Debenture:

- (a) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994;
- (b) is continuing security for the payment, discharge and performance of the Secured Liabilities;
- (c) is created in favour of the Bank.

2. **Covenant to pay**

Each Chargor as primary obligor covenants with the Bank that it will on demand pay to the Bank the Secured Liabilities when the same fall due for payment.

3. **Security Assets**

Supplemental to Clause 3 (*Security Assets*) of the Debenture, each Chargor, as security for the payment, discharge and performance of the Secured Liabilities, charges in favour of the Bank, with full title guarantee, by way of first fixed charge the US Patent Application.

4. **Representations and warranties**

Each Chargor represents and warrants to the Bank as at the date of this Supplemental Debenture that all of the representations and warranties set out in:

- (a) Clause 8 (*Representations and warranties*) of the Debenture; and
- (b) Clauses 13.4 and 13.19 (*Representations and warranties*) of the Loan Agreement;

are true and accurate as if repeated on the date of this Supplemental Debenture with references to the facts and circumstances subsisting on that date.

5. **Continuation of existing security**

5.1 Except as supplemented by this Supplemental Debenture, the Debenture will continue and remain in full force and effect and this Supplemental Debenture shall be read and construed as one with the Debenture so that all references to "this Debenture" in the Debenture shall include reference to this Supplemental Debenture. The definition of "Secured Assets" contained in the Debenture shall, for the avoidance of doubt, include all, or the relevant part, of the rights, assets and undertaking charged under Clause 3 (*Security Assets*).

5.2 Each Chargor agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Debenture.

6. **Third party rights**

6.1 Unless expressly provided in this Supplemental Debenture, no express term of this Supplemental Debenture nor any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it. Notwithstanding any term of any Finance Document, the consent is not required to rescind or vary this Supplemental Debenture at any time of any person who is not a party to it.

6.2 For the avoidance of doubt, the terms of this Supplemental Debenture are intended to be enforceable by any Receiver.

7. Counterparts

This Supplemental Debenture may be executed in any number of counterparts, each of which is an original, and which together constitute one and the same document as if the signatures on the counterparts were on a single copy of this Supplemental Debenture.

8. Incorporated provisions

8.1 The provisions of the Debenture shall apply to the US Patent Application to the same extent that they apply to the Security Assets and they shall be deemed to be incorporated into this Supplemental Debenture, *mutatis mutandis*, as though set out in full in this Supplemental Debenture, subject to any necessary changes.

8.2 Without prejudice to the generality of Clause 8.1 above, clauses 5 (*Further Assurance and Protection of Priority*), 7 (*Undertakings*), 8 (*Enforcement and Powers of the Bank*), 9 (*Appointment of a Receiver or Administrator*), 10 (*Powers of a Receiver*), 12 (*Protection of Third Parties*), 13 (*Protection of the Bank*) and 19.3 (*Covenant to Release*) of the Debenture shall apply to this Supplemental Debenture, *mutatis mutandis*, as though set out in full in this Supplemental Debenture, subject to any necessary changes.

9. Governing law

9.1 This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.

10. Jurisdiction

10.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Supplemental Debenture) (a "Dispute").

10.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

10.3 This Clause 10 is for the benefit of the Bank only. As a result, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof this Supplemental Debenture has been entered into on the date appearing at the head of page 1 and has been duly executed as a deed by the Chargor and it is delivered by the Chargor as a deed on the date appearing at the head of page 1.

Schedule
Application for Patent

Priority Date	Application Date	Title	Application No.
3-March 2017	1 March 2018	Monitoring of a deployed application.	16909458

.30900998_1

Signatories to Supplemental Debenture

Original Chargor

Executed as a deed by)
Soyk Limited)
acting by)
in the presence of)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

[REDACTED]
[REDACTED]
L. READE
[REDACTED]
OFFICE MANAGER

Bank

Executed as a deed by)
an authorised signatory)
for and on behalf of)
Silicon Valley Bank)

Signatories to Supplemental Debenture

Original Chargor

Executed as a deed by)
Snyk Limited)
acting by)
in the presence of:)

Signature of director
Signature of witness
Name of witness
Address of witness
Occupation of witness

Bank

Executed as a deed by)
an authorised signatory)
for and on behalf of) Ben Trickett
Silicon Valley Bank) vice president