

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597218

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|---|--------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ExtraHop Networks, Inc. | | 09/11/2020 | Corporation: DELAWARE |
| 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: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4490903 | EXTRAHOP | |
| Registration Number: | 3673794 | EXTRAHOP | |
| 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: | (619) 699-2708 | | |
| Email: | christian.cruz@us.dlapiper.com | | |
| Correspondent Name: | DLA Piper LLP (US) | | |
| Address Line 1: | 401 B Street | | |
| Address Line 2: | Suite 1700 | | |
| Address Line 4: | San Diego, CALIFORNIA 92101 | | |
| NAME OF SUBMITTER: | Matt Schwartz | | |
| SIGNATURE: | /s/ Matt Schwartz | | |
| DATE SIGNED: | 09/11/2020 | | |
| Total Attachments: 10 | | | |
| source=SVB_-_Extrahop_-_Intellectual_Property_Security_Agreement_(Senior_LSA)_(9.2020).DOCX#page1.tif | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of September 11, 2020 by and between **SILICON VALLEY BANK**, a California corporation (“Bank”), and **EXTRAHOP NETWORKS, INC.**, a Delaware corporation (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of September 11, 2020 (as the same may be 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 certain Copyrights, Trademarks, Patents, and Mask Works (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. To secure its obligations under the Loan Agreement, 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).

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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:

520 Pike Street, Suite 1700
Seattle, WA 98101
Attn: William Ruckelshaus, Chief Financial Officer

EXTRAHOP NETWORKS, INC.

DocuSigned by:
By: William Ruckelshaus
DAE7A1F6EE6F45F...

Name: William Ruckelshaus

Title: Chief Financial Officer

BANK:

Address:

901 5th Avenue, Suite 3900
Seattle, WA 98164
Attn: Soren Peterson, Vice President

SILICON VALLEY BANK

DocuSigned by:
By: Soren Peterson
E7E15D723CF3468...

Name: Soren Peterson

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--|---|---|
| Personalization of alerts based on network monitoring | 10038611 | 7/31/18 |
| Classifying applications or activities based on network behavior | 10063434 | 8/28/18 |
| Privilege inference and monitoring based on network behavior | 10116679 | 10/30/18 |
| Healthcare operations with passive network monitoring | 10204211 | 2/12/19 |
| Detecting attacks using passive network monitoring | 10243978 | 3/26/19 |
| Real-time configuration discovery and management | 10263863 | 4/16/19 |
| Adaptive network monitoring with tuneable elastic granularity | 10264003 | 4/16/19 |
| Detection of denial of service attacks | 10270794 | 4/23/19 |
| Privilege inference and monitoring based on network behavior | 10277618 | 4/30/19 |
| Automated risk assessment based on machine generated investigation | 10326676 | 06/18/19 |
| Secure communication secret sharing | 10326741 | 06/18/19 |
| Network packet de-duplication | 10341206 | 07/02/19 |
| Classifying applications or activities based on network behavior | 10382296 | 08/13/19 |
| Anomaly detection using device relationship graphs | 10382303 | 08/13/19 |
| Ranking alerts based on network monitoring | 10389574 | 08/20/19 |
| Correlating causes and effects associated with network activity | 10411978 | 09/10/19 |
| Automated risk assessment based on machine generated investigation | 10411982 | 09/10/19 |
| Managing session secrets for continuous packet capture systems, | 10476673 | 11/12/19 |
| Real-time configuration discovery and management | 10511499 | 12/17/19 |
| Detection of denial of service attacks | 10587638 | 03/10/20 |
| Adoptive network monitoring with tuneable elastic granularity | 10594709 | 03/17/20 |

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| Managing incident response operations based on monitored network activity | 10594718 | 03/17/20 |
| Network packet de-duplication | 10616084 | 04/07/20 |
| Personalization of alerts based on network monitoring | 10728126 | 07/28/20 |
| Capture and resumption of network application sessions | 7979555 | 07/12/11 |
| Adaptive network traffic classification using historical context | 8125908 | 02/28/12 |
| Detecting anomalous network application behavior | 8185953 | 05/22/12 |
| De-duplicating of packets in flows at layer 3 | 8619579 | 12/31/13 |
| Automated passive discovery of applications | 8626912 | 01/07/14 |
| Resynchronization of passive monitoring of a flow based on hole detection | 8848744 | 09/30/14 |
| Trigger based recording of flows with play back | 8867343 | 10/21/14 |
| De-duplicating of packets in flows at layer 3 | 9003065 | 04/07/15 |
| Automated passive discovery of applications | 9054952 | 06/09/15 |
| Trigger based recording of flows with play back | 9191288 | 11/17/15 |
| Resynchronization of passive monitoring of a flow based on hole detection | 9210135 | 12/08/15 |
| Heuristics for determining the layout of a procedurally generated user interface | 9300554 | 03/29/16 |
| Secure communication secret sharing | 9338147 | 05/10/16 |
| Dynamic snapshot value by turn for continuous packet capture | 9584381 | 02/28/17 |
| Heuristics for determining the layout of a procedurally generated user interface | 9621443 | 04/11/17 |
| Secure communication secret sharing | 9621523 | 04/11/17 |
| Flow deduplication across a cluster of network monitoring devices | 9660879 | 05/23/17 |
| Anomaly detection using device relationship graphs | 9729416 | 08/08/17 |
| Detecting attacks using passive network monitoring | 9756061 | 09/05/17 |
| Dynamic snapshot value by turn for continuous packet capture | 9813311 | 11/07/17 |
| Inline secret sharing | 9967292 | 05/08/18 |
| Detecting network flow states for network traffic analysis | 15585887 | 05/03/17 |
| Inline secret sharing | 15971843 | 05/04/18 |

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| Ranking alerts based on network monitoring | 16543243 | 08/16/19 |
| Correlating causes and effects associated with network activity | 16565109 | 09/09/19 |
| Managing session secrets for continuous packet capture systems | 16679055 | 11/08/19 |
| Correlation network traffic that crosses opaque endpoint | 16989025 | 08/10/20 |
| Automatic determination of user roles and asset profiles based on network monitoring | 16989343 | 08/10/20 |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--------------------|---|---|
| EXTRAHOP | 4490903 | 03/04/14 |
| EXTRAHOP | 3673794 | 08/25/09 |

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None