

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement - Second Lien		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
jSonar Inc.		01/22/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4720810	JSON STUDIO	
Registration Number:	5530442	SONARSQL	
Registration Number:	4808309	JSONAR	
Registration Number:	5438613	SONARW	
Registration Number:	5076169	SONAR GATEWAY	
Registration Number:	5443657	SONARR	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	035017-0034		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		

CH \$165.00 4720810

DATE SIGNED:	01/31/2021
---------------------	------------

Total Attachments: 4

source=jSonar - 2nd Lien - IP SA Supplement - Trademarks (1.22.21)Executed#page1.tif

source=jSonar - 2nd Lien - IP SA Supplement - Trademarks (1.22.21)Executed#page2.tif

source=jSonar - 2nd Lien - IP SA Supplement - Trademarks (1.22.21)Executed#page3.tif

source=jSonar - 2nd Lien - IP SA Supplement - Trademarks (1.22.21)Executed#page4.tif

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT (“*IP Security Agreement Supplement*”) dated January 22, 2021, is made by the Person listed on the signature page hereof (the “*Grantor*”) in favor of GOLDMAN SACHS BANK USA (“*Goldman*”), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, IMPERIAL PURCHASER, LLC, a Delaware limited liability company (“*Holdings*”), IMPERIAL MERGER SUB, INC., a Delaware corporation (“*Merger Sub*”), immediately prior to the consummation of the Merger, as Borrower, IMPERVA, INC., a Delaware corporation (“*Imperva*”), upon and after the consummation of the Merger, as Borrower, each lender from time to time party thereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and Goldman, as administrative agent and Collateral Agent, entered into that certain Senior Secured Second Lien Credit Agreement, dated as of January 10, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, the entry into Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement, dated as of January 10, 2019, made by the grantors party thereto from time to time (the “*Grantors*”) to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and that certain Intellectual Property Security Agreement, dated as of January 10, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”)

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

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, except for any Excluded Property (the “*Additional Collateral*”):

IP Security Agreement Supplement

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby;

(ii) all reissues, divisionals, continuations, continuations-in-part, extensions, and reexaminations of any of the foregoing renewals, 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 such Grantor accruing thereunder or pertaining thereto;

(iii) all 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 injunctive relief; and

(iv) 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 the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of Secured all Obligations of the Grantor.


SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law, Jurisdiction, Etc.; Waiver of Jury Trial. Sections 10.16 (*Governing Law; Jurisdiction; Etc.*) and 10.17 (*Waiver of Jury Trial*) of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

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

JSONAR INC.,
a Delaware Corporation

By: 

Name: James Arthur Dildine II
Title: Chief Executive Officer

[Signature Page to IP Security Agreement Supplement (Second Lien)]

**SCHEDULE A
TRADEMARKS**

Trademark	Owner Country	Status	Reg. Number	Owner of Record
JSON STUDIO	USA	Registered	4720810	jSonar Inc.
sonarSQL	USA	Registered	5530442	jSonar Inc.
jSonar	USA	Registered	4808309	jSonar Inc.
SONARW	USA	Registered	5438613	jSonar Inc.
SONAR GATEWAY	USA	Registered	5076169	jSonar Inc.
SONARR	USA	Registered	5443657	jSonar Inc.