

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SecurityScorecard, Inc.		09/17/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	237 Park Avenue, 6th 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:	6048192		
Registration Number:	5496466	SECURITY SCORECARD	
Serial Number:	90858239	SECURITYSCORECARD SENTINEL	
Serial Number:	90858221	SECURITYSCORECARD EVIDENCE LOCKER	
Serial Number:	90858206	SECURITYSCORECARD SCORE PLANNER	
Serial Number:	90858035	SECURITYSCORECARD ATTACK SURFACE INTELLI	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1476637 TM		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	09/17/2021		

OP \$165.00 6048192

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of September 17, 2021, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and SECURITYSCORECARD, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit Agreement by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”; capitalized terms used herein are used as defined in the Credit Agreement), by and among Lender and the Loan Parties, Grantor has granted to Lender 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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Lender 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 or 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");

(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, or Trademarks, 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, or Patents; 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. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Lender 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 Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Security 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signatures included on the following page]

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:

SECURITYSCORECARD, INC.

Address:

SecurityScorecard, Inc.
111 West 33rd Street, 11th Floor
New York, NY 10001
Attention:

DocuSigned by:
By: Robert Gibney
ABDE3FDEE00E4C8...

Name: Robert Gibney

Title: CFO

LENDER:

JPMORGAN CHASE BANK, N.A.

Address:

JPMorgan Chase Bank, N.A.
237 Park Avenue, 6th Floor
New York, NY 10017
Attention: Ted Karsos

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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:

SecurityScorecard, Inc.
111 West 33rd Street, 11th Floor
New York, NY 10001
Attention:

SECURITYSCORECARD, INC.

By: _____

Name: Robert Gibney


Title: CFO

LENDER:

Address:

JPMorgan Chase Bank, N.A.
237 Park Avenue, 6th Floor
New York, NY 10017
Attention: Ted Karsos

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Eleftherios Karsos

Title: Authorized Officer

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration / Application/ Publication Number</u>	<u>Registration / Application/ Publication Date</u>
Reducing cybersecurity risk level of a portfolio of companies using a cybersecurity risk multiplier	10,990,916 16/889,741 20200293963	4/27/2021 6/1/2020 9/17/2020
Entity IP mapping	10,931,704 16/582,037 20200021612	2/23/2021 9/25/2019 1/16/2020
Cybersecurity risk assessment on an industry basis	10,848,517 16/932,560 20200358808	11/24/2020 7/17/2020 11/12/2020
Reducing cybersecurity risk level of a portfolio of companies using a cybersecurity risk multiplier	10,671,957 16/537,321 20190378067	6/2/2020 8/9/2019 12/12/2019
Entity IP mapping	10,560,474 16/299,040 20190207972	2/11/2020 3/11/2019 7/4/2019
Inquiry response mapping for determining a cybersecurity risk level of an entity	10,546,135 16/294,688	1/28/2020 3/6/2019
Reducing cybersecurity risk level of a portfolio of companies using a cybersecurity risk multiplier	10,438,155 16/244,862 20190147378	10/8/2019 1/10/2019 5/16/2019
Reducing cybersecurity risk level of a portfolio of companies using a cybersecurity risk multiplier	10,217,071 16/019,243 20190034846	2/26/2019 6/26/2018 1/31/2019
REDUCING CYBERSECURITY RISK LEVEL OF A PORTFOLIO OF COMPANIES USING A CYBERSECURITY RISK MULTIPLIER	20210264336 17/240058	8/26/2021 4/26/2021
ENTITY IP MAPPING	20210176270 17/182074	6/10/2021 2/22/2021
CYBERSECURITY RISK ASSESSMENT ON AN INDUSTRY BASIS	20210176267 17/102359	6/10/2021 11/23/2020
CYBERSECURITY RISK ASSESSMENT ON AN INDUSTRY BASIS	20200358808 16/932560	11/12/2020 7/17/2020

<u>Description</u>	Registration / Application/ Publication Number	Registration / Application/ Publication Date
REDUCING CYBERSECURITY RISK LEVEL OF A PORTFOLIO OF COMPANIES USING A CYBERSECURITY RISK MULTIPLIER	20200293963 16/889741	9/17/2020 6/1/2020
INQUIRY RESPONSE MAPPING FOR DETERMINING A CYBERSECURITY RISK LEVEL OF AN ENTITY	20200285755 16/752512	9/10/2020 1/24/2020
INQUIRY RESPONSE MAPPING FOR DETERMINING A CYBERSECURITY RISK LEVEL OF AN ENTITY	20200285754 16/703464	9/1/2020 12/4/2019
ONLINE PORTAL FOR IMPROVING CYBERSECURITY RISK SCORES	20200228563 16/833365	7/16/2020 3/27/2020
ENTITY IP MAPPING	20200137106 16/723452	4/30/2020 12/20/2019
ONLINE PORTAL FOR IMPROVING CYBERSECURITY RISK SCORES	20200092320 16/690223	3/19/2020 11/21/2019
NON-INTRUSIVE TECHNIQUES FOR DISCOVERING AND USING ORGANIZATIONAL RELATIONSHIPS	20200034762 16/575262	1/30/2020 9/18/2019
ENTITY IP MAPPING	20200021612 16/582037	1/16/2020 9/25/2019
REDUCING CYBERSECURITY RISK LEVEL OF A PORTFOLIO OF COMPANIES USING A CYBERSECURITY RISK MULTIPLIER	20190378067 16/537321	12/12/2019 8/9/2019
ENTITY IP MAPPING	20190207972 16/299040	7/4/2019 3/11/2019
REDUCING CYBERSECURITY RISK LEVEL OF A PORTFOLIO OF COMPANIES USING A CYBERSECURITY RISK MULTIPLIER	20190147378 16/244862	5/16/2019 1/10/2019
REDUCING CYBERSECURITY RISK LEVEL OF A PORTFOLIO OF COMPANIES USING A CYBERSECURITY RISK MULTIPLIER	20190034846 16/019243	1/31/2019 6/26/2018
ENTITY IP MAPPING	10230753 20170171237 15443700	3/12/2019 6/15/2017 2/27/2017
NON-INTRUSIVE TECHNIQUES FOR DISCOVERING AND USING ORGANIZATIONAL RELATIONSHIPS	10268976 20170236078 15046318	4/23/2019 8/17/2017 2/17/2016
NON-INTRUSIVE TECHNIQUES FOR DISCOVERING AND USING ORGANIZATIONAL RELATIONSHIPS	10515328 20170237764 15198560	12/24/2019 8/17/2017 6/30/2016

<u>Description</u>	Registration / Application/ Publication Number	Registration / Application/ Publication Date
REDUCING CYBERSECURITY RISK LEVEL OF A PORTFOLIO OF COMPANIES USING A CYBERSECURITY RISK MULTIPLIER	10614401 20190034845 15663541	4/7/2020 1/31/2019 7/28/2017
NON-INTRUSIVE TECHNIQUES FOR DISCOVERING AND USING ORGANIZATIONAL RELATIONSHIPS	11037083 20200034763 16575294	6/15/2021 1/30/2020 9/18/2019
ONLINE PORTAL FOR IMPROVING CYBERSECURITY RISK SCORES	9294498 14702664	3/22/2016 5/1/2015
ENTITY IP MAPPING	9372994 20160171217 14702668	6/21/2016 6/16/2016 5/1/2015
CALCULATING AND BENCHMARKING AN ENTITY'S CYBERSECURITY RISK SCORE	9501647 20160173521 14702661	11/22/2016 6/16/2016 5/1/2015
ENTITY IP MAPPING	9641547 20160173522 14702667	5/2/2017 6/16/2016 5/1/2015
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE FOR SECURITY TO REDUCE RISK	D740847 29511780	10/13/2015 12/12/2014
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE FOR SECURITY TO REDUCE RISK	D759084 29529251	6/14/2016 6/4/2015
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE FOR SECURITY TO REDUCE RISK	D771695 29542345	11/15/2016 10/13/2015
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE FOR SECURITY TO REDUCE RISK	D772276 29564864	11/22/2016 5/16/2016
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE FOR SECURITY TO REDUCE RISK	D776153 29550886	1/10/2017 1/7/2016
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE FOR SECURITY TO REDUCE RISK	D819687 29586029	6/5/2018 11/30/2016
CYBERSECURITY RISK ASSESSMENT ON AN INDUSTRY BASIS	20160171415 14702666	6/16/2016 5/1/2015
ONLINE PORTAL FOR IMPROVING CYBERSECURITY RISK SCORES	20160248797 15072168	8/25/2016 3/16/2016
ENTITY IP MAPPING	20160259945	9/8/2016

<u>Description</u>	Registration / Application/ Publication Number	Registration / Application/ Publication Date
	15155745	5/16/2016
CALCULATING AND BENCHMARKING AN ENTITY'S CYBERSECURITY RISK SCORE	20170048267 15333099	2/16/2017 10/24/2016

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration / Serial Application Number</u>	<u>Registration / Application Date</u>
SECURITYSCORECARD SENTINEL	90858239	7/30/2021
SECURITYSCORECARD EVIDENCE LOCKER	90858221	7/30/2021
SECURITYSCORECARD SCORE PLANNER	90858206	7/30/2021
SECURITYSCORECARD ATTACK SURFACE INTELLIGENCE	90858035	7/30/2021
(Design)	87820775 6048192	3/5/2018 5/5/2020
SECURITY SCORECARD	87661060 5496466	10/26/2017 6/19/2018

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