

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM786525

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EXPEL, INC.		02/13/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A.		
<b>Street Address:</b>	10 S Dearborn Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5392555	EXPEL	
<b>Registration Number:</b>	5606331	EXPEL	
<b>Registration Number:</b>	6828309	JOSIE	
<b>Serial Number:</b>	88622428	JOSIE	
<b>Serial Number:</b>	90977388		
<b>Serial Number:</b>	90501206		
<b>Registration Number:</b>	6815505	RUXIE	
<b>Serial Number:</b>	90501214		
<b>Serial Number:</b>	97421343	SECURITY THAT MAKES SENSE.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1908668 TM		

OP \$240.00 5392555

<b>NAME OF SUBMITTER:</b>	ANDREW NASH
<b>SIGNATURE:</b>	/ANDREW NASH/
<b>DATE SIGNED:</b>	02/13/2023
<b>Total Attachments: 13</b> source=Closing Copy - Intellectual Property Security Agreement - Expel_ Inc (2.2023)(300681176.1)#page1.tif source=Closing Copy - Intellectual Property Security Agreement - Expel_ Inc (2.2023)(300681176.1)#page2.tif source=Closing Copy - Intellectual Property Security Agreement - Expel_ Inc (2.2023)(300681176.1)#page3.tif source=Closing Copy - Intellectual Property Security Agreement - Expel_ Inc (2.2023)(300681176.1)#page4.tif source=Closing Copy - Intellectual Property Security Agreement - Expel_ Inc (2.2023)(300681176.1)#page5.tif source=Closing Copy - Intellectual Property Security Agreement - Expel_ Inc (2.2023)(300681176.1)#page6.tif source=Closing Copy - Intellectual Property Security Agreement - Expel_ Inc (2.2023)(300681176.1)#page7.tif source=Closing Copy - Intellectual Property Security Agreement - Expel_ Inc (2.2023)(300681176.1)#page8.tif source=Closing Copy - Intellectual Property Security Agreement - Expel_ Inc (2.2023)(300681176.1)#page9.tif source=Closing Copy - Intellectual Property Security Agreement - Expel_ Inc (2.2023)(300681176.1)#page10.tif source=Closing Copy - Intellectual Property Security Agreement - Expel_ Inc (2.2023)(300681176.1)#page11.tif source=Closing Copy - Intellectual Property Security Agreement - Expel_ Inc (2.2023)(300681176.1)#page12.tif source=Closing Copy - Intellectual Property Security Agreement - Expel_ Inc (2.2023)(300681176.1)#page13.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of February 13, 2023, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and EXPEL, 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 and Security 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”); capitalized terms used herein are as defined in the Credit Agreement unless otherwise defined in this 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 Credit Agreement, 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.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

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, in each case, providing notice thereof to the Grantor.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit 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 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:

Address:

**EXPEL, INC.**

Expel, Inc.  
12950 Worldgate Drive  
Herndon, VA 20171  
Attention: Rick Hasselman

By: \_\_\_\_\_

Name: Richard Hasselman

Title: Chief Financial Officer

LENDER:

Address:

**JPMORGAN CHASE BANK, N.A.**

JPMorgan Chase  
10 S Dearborn St  
Chicago, IL 60603  
Attention: Prayag Parikh

By: Prayag Parikh

Name: Prayag Parikh

Title: Authorized Officer

*[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:

**EXPEL, INC.**

Expel, Inc.  
12950 Worldgate Drive  
Herndon, VA 20171  
Attention: Rick Hasselman

By: Richard Hasselman

Name: Richard Hasselman

Title: Chief Financial Officer

LENDER:

Address:

**JPMORGAN CHASE BANK, N.A.**

JPMorgan Chase  
10 S Dearborn St  
Chicago, IL 60603  
Attention: Prayag Parikh

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 007968 FRAME: 0566**

EXHIBIT A

Copyrights

None.



EXHIBIT B

Patents


<u>Description/Docket</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>
P01 (Ruxie)	63/091,409	14-Oct-2020	
P01 (Ruxie)	17/488,800	29-Sep-2021	11,303,666
P01 (Ruxie)	17/672,140	15-Feb-2022	
P02 (Phishing)	63/092,307	15-Oct-2020	
P02 (Phishing)	63/129,836	23-Dec-2020	
P02 (Phishing)	17/501,708	14-Oct-2021	11,310,270
P02 (Phishing)	17/696,151	16-Mar-2022	11,509,689
P02 (Phishing)	17/970,069	20-Oct-2022	
P03 (Rep Templates)	63/153,693	25-Feb-2021	
P03 (Rep Templates)	17/591,185	2-Feb-2022	11,416,609
P03 (Rep Templates)	17/859,800	7-Jul-2022	
P04 (Verify Actions)	63/159,895	11-Mar-2021	
P04 (Verify Actions)	17/671,881	15-Feb-2022	
P04 (Verify Actions)	18/074,186	2-Dec-2022	
P05 (Alert Similarity)	63/223,244	19-Jul-2021	
P05 (Alert Similarity)	63/237,716	1-Sep-2021	
P05 (Alert Similarity)	17/850,328	27-Jun-2022	
P05 (Alert Similarity)	17/993,129	23-Nov-2022	
P06 (Subscriber Context)	63/298,434	11-Jan-2022	
P07 (Remediation)	63/321,601	18-Mar-2022	
P07 (Remediation)	63/338,832	5-May-2022	
P08 (Alert Suppression)	63/328,890	8-Apr-2022	
P08 (Alert Suppression)	63/351,784	13-Jun-2022	
P09 (Protobuf)	63/398,001	15-Aug-2022	
P09 (Protobuf)	63/415,020	11-Oct-2022	
D01 (Alert-to-Fix)	29/840,135	26-May-2022	
D02 (Alert Analysis)	29/840,138	26-May-2022	
D03 (Customer Context)	29/840,141	26-May-2022	
D04 (Alert Ticker)	29/840,142	26-May-2022	
D05 (Interrogative Q&A's)	29/851,304	26-Aug-2022	
D06 (Cloud Usage)	29/851,296	26-Aug-2022	
D07 (Expandable Evid)	29/851,293	26-Aug-2022	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Jurisdiction</u>	<u>Application Number/Registration Number</u>	<u>Application Date/Registration Date</u>	<u>Status</u>
<u>EXPEL</u>	United States	Application No. 87151053 Registration No. 5392555	Filed Aug-25-2016 Registered Jan-30-2018	Registered
<u>EXPEL and Design</u>  	United States	Application No. 87855797 Registration No. 5606331	Filed Mar-29-2018 Registered Nov-13-2018	Registered
<u>JOSIE (Child)</u>	United States	Application No. 88984378 Registration No. 6828309	Filed Sep-18-2019 Registered Aug-23-2022	Registered
<u>JOSIE (Parent)</u>	United States	Application No. 88622428	Filed Sep-18-2019	Pending
<u>Josie Design (Child)</u>  	United States	Application No. 90977388	Filed Feb-01-2021	Pending
<u>Josie Design (Parent)</u>  	United States	Application No. 90501206	Filed Feb-01-2021	Pending
<u>RUXIE</u>	United States	Application No. 88622429	Filed Sep-18-2019	Registered

		Registration 6815505	No.	Registered Aug-09-2022	
<u>Ruxie Design</u> 	United States	Application 90501214	No.	Filed Feb-01-2021	Pending
<u>SECURITY THAT MAKES SENSE.</u>	United States	Application 97421343	No.	Filed May-20-2022	Pending
<u>EXPEL and Design</u> 	Australia (via Madrid Protocol)	Application 1994141  Registration 1454116	No.  No.	Filed Sep-28-2018  Registered Sep-16-2019	Registered
<u>JOSIE</u>	Australia (via Madrid Protocol)	Application 2084879  Registration 1527738	No.  No.	Filed Mar-16-2020  Registered Nov-04-2020	Registered
<u>RUXIE</u>	Australia (via Madrid Protocol)	Application 2084855  Registration 1527765	No.  No.	Filed Mar-16-2020  Registered Nov-04-2020	Registered
<u>SECURITY THAT MAKES SENSE.</u>	Australia (via Madrid Protocol)	Application A0129749	No.	Filed Nov-18-2022	Pending
<u>EXPEL and Design</u>	Canada	Application 1922604  Registration TMA1128652	No.  No.	Filed Sep-28-2018  Registered May-12-2022	Registered

					
<u>JOSIE</u>	Canada  (via Madrid Protocol)	Application 2025436  Registration TMA1115461	No.  No.	Filed Mar-16-2020  Registered Dec-08-2021	Registered
<u>RUXIE</u>	Canada  (via Madrid Protocol)	Application 2025434	No.	Filed Mar-16-2020	Pending
<u>SECURITY THAT MAKES SENSE.</u>	Canada  (via Madrid Protocol)	Application A0129749	No.	Filed Nov-18-2022	Pending
<u>EXPEL and Design</u>  	European Union  (via Madrid Protocol)	Application 1454116  Registration 1454116	No.  No.	Filed Sep-28-2018  Registered Aug-13-2019	Registered
<u>JOSIE</u>	European Union  (via Madrid Protocol)	Application 1527738  Registration 1527738	No.  No.	Filed Mar-16-2020  Registered Sep-22-2020	Registered
<u>RUXIE</u>	European Union  (via Madrid Protocol)	Application 1527765  Registration 1527765	No.  No.	Filed Mar-16-2020  Registered Sep-22-2020	Registered
<u>SECURITY THAT MAKES SENSE.</u>	European Union  (via Madrid Protocol)	Application A0129749	No.	Filed Nov-18-2022	Pending
<u>JOSIE</u>	Mexico  (via Madrid Protocol)	Application 2373260	No.	Filed Mar-16-2020	Pending
<u>JOSIE</u>	Mexico	Application 2373261	No.	Filed Mar-16-2020	Pending

	(via Madrid Protocol)				
<b>RUXIE</b>	Mexico  (via Madrid Protocol)	Application 2373275	No.	Filed Mar-16-2020	Registered
		Registration 2272292	No.	Registered Jul-07-2021	
<b>RUXIE</b>	Mexico  (via Madrid Protocol)	Application 2373276	No.	Filed Mar-16-2020	Registered
		Registration 2272293	No.	Registered Jul-07-2021	
<b>SECURITY THAT MAKES SENSE.</b>	Mexico  (via Madrid Protocol)	Application A0129749	No.	Filed Nov-18-2022	Pending
<u>EXPEL</u> and <u>Design</u>  	United Kingdom  (via Madrid Protocol)	Application 1454116	No.	Filed Sep-28-2018	Registered
		Registration 1454116	No.	Registered May-16-2019	
<u>EXPEL</u> and <u>Design</u>  	United Kingdom  (via Madrid Protocol)	Application 1454116	No.	Filed Sep-28-2018	Registered
		Registration UK00801454116	No.	Registered Aug-13-2019	
<u>JOSIE</u>	United Kingdom  (via Madrid Protocol)	Application 1527738	No.	Filed Mar-16-2020	Registered
		Registration UK00801527738	No.	Registered Sep-22-2020	
<u>JOSIE</u>	United Kingdom  (via Madrid Protocol)	Application 1527738	No.	Filed Mar-16-2020	Registered
		Registration 1527738	No.	Registered Jul-30-2020	
<u>RUXIE</u>	United Kingdom	Application 1527765	No.	Filed Mar-16-2020	Registered

	(via Madrid Protocol)	Registration No. UK00801527765	Registered Sep-22-2020	
<u>RUXIE</u>	United Kingdom	Application No. 1527765	Filed Mar-16-2020	Registered
	(via Madrid Protocol)	Registration No. 1527765	Registered Jul-30-2020	
<u>SECURITY THAT MAKES SENSE.</u>	United Kingdom	Application No. A0129749	Filed Nov-18-2022	Pending
	(via Madrid Protocol)			
<u>EXPEL and Design</u>  	Madrid Protocol Designated Jurisdictions: Australia, European Union, Mexico, and United Kingdom	Application No. 1454116 Registration No. 1454116	Filed Sep-28-2018 Registered Mar-07-2019	Registered
<u>JOSIE</u>	Madrid Protocol Designated Jurisdictions: Australia, Canada, European Union, Mexico, and United Kingdom	Application No. 1527738 Registration No. 1527738	Filed Mar-16-2020 Registered Apr-30-2020	Registered
<u>RUXIE</u>	Madrid Protocol Designated Jurisdictions: Australia, Canada, European Union, Mexico, and	Application No. 1527765 Registration No. 1527765	Filed Mar-16-2020 Registered Apr-30-2020	Registered

	United Kingdom			
<u>SECURITY THAT MAKES SENSE.</u>	Madrid Protocol Designated Jurisdictions: Australia, Canada, European Union, Mexico, and United Kingdom	Application No. A0129749	Filed Nov-18-2022	Registered

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