

04-04-2002

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼



102034910

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Securify, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: January 11, 2002

2. Name and address of receiving party(ies)

Name: Pequot Venture Partners II, L.P.

Internal Address: _____

Street Address: 500 Nyala Farm Road

City: Westport State: CT Zip: 06880

Additional name(s) & address(es) attached? ☒ Yes ☐ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) See Exhibit B to
attached Intellectual Property
Security Agreement

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Madeleine E. Sloane, Esq.
Allen Matkins Leck Gamble & Mallory LLP
Internal Address: _____

Street Address: 333 Bush Street, 17th Floor

City: San Francisco State: CA Zip: 94104

6. Total number of applications and patents involved: 20

7. Total fee (37 CFR 3.41).....\$800.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Madeleine E. Sloane

Name of Person Signing

Madeleine E. Sloane

Signature

1/17/02

Date

Total number of pages including cover sheet, attachments, and documents: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

01/28/2002 JJALLAH2 00000050 09479781

01 FC:581

800.00 DP

PATENT
REEL: 012553 FRAME: 0182

Continuation to Item 2:

As agent for itself and the following entities:

Pequot Private Equity Fund II, L.P.

PVP II Security Conv Note Grantor Trust

Pequot Offshore Private Equity Partners III, L.P.

EXHIBIT B

Patent Applications

Description	Registration/ Application Number	Registration/ Application Date
A Declarative Language for Specifying a Security Policy	09/479,781	1/7/2000
A Declarative Language for Specifying a Security Policy	PCT/US00/33640	12/11/2000
User Interface For A Security Policy System And Method	09/826,602	4/5/2001
System and Method for Security Policy	PCT/US01/19333	6/15/2001
System and Method for Security Policy	09/881,147	6/14/2001
User Interface For A Security Policy System And Method	PCT/US01/18475	6/6/2001
Securify Policy Manager System	60/212,126	6/16/2000
Remote Computer Forensic Evidence Collection System and Process	09/800,378	3/5/2001
My Securify	60/278,321	3/23/2001
PDStudio Design	60/278,557	3/23/2001
IDS Integration Into SVS	60/281,886	4/5/2001
Policy Generator Tool		
Policy Generator Tool	PCT/US01/19270	6/15/2001
Assessment Tool		
Assessment Tool	PCT/US01/18669	6/7/2003
Monitor <=> Sm Protocol		
Network Monitor Internals Description	PCT/US01/19063	6/14/2001
Automated Generation of an English Language Representation of a Formal Network Security Policy Specification	09/878,098	6/8/2001
Automated Generation of an English Language Representation of a Formal Network Security Policy Specification	PCT/US01/19259	6/15/2001
Efficient Evaluation of Rules	09/878,093	6/8/2001

Patent Applications (continued)

Description	Registration/ Application Number	Registration/ Application Date
Efficient Evaluation of Rules	PCT/US01/19332	6/15/2001
Credential/Condition Assertion Verification Optimization	09/882,570	6/14/2001
Credential/Condition Assertion Verification Optimization	PCT/US01/19331	6/15/2001

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of January 11, 2002, is entered into by and between SECURIFY, INC., a Delaware corporation (the "Company"), and Pequot Venture Partners II, L.P., Pequot Private Equity Fund III, L.P., PVP II Securify Conv Note Grantor Trust, and Pequot Offshore Private Equity Partners III, L.P. (collectively, and individually, each a "Secured Party") and Pequot Venture Partners II, L.P., as a Secured Party and Agent ("Agent").

RECITALS

A. The Secured Parties have agreed to make certain advances of money and to extend certain financial accommodations to the Company (the "Loans") in the amounts and manner set forth in that certain Note and Warrant Purchase Agreement by and between the Secured Parties and the Company dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Purchase Agreement").

B. Pursuant to the terms of the Security Agreement dated of even date herewith (the "Security Agreement"), the Company has granted to the Secured Parties a security interest in all of the Company's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement.

C. The Secured Parties are willing to make the Loans to the Company, but only upon the condition, among others, that the Company shall grant to the Agent, on behalf of and for the benefit of the Secured Parties, a security interest in certain Intellectual Property (as defined below) to secure the obligations of the Company under the notes issued pursuant to the Purchase Agreement (the "Notes").

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 Notes and the Security Agreement, the Company hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Notes and the Security Agreement, the Company grants and pledges to the Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Company's right, title and interest in, to and under its intellectual property and rights to or in connection with intellectual property, including but not limited to all (i) inventions (whether patentable or not patentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, divisions, continuations, continuations-in-part, revisions, renewals, extensions, and reexaminations thereof, (ii) all registered and unregistered trademarks, service marks, trade dress, logos, trade names, and corporate names, including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (iii) all works of authorship, including, without limitation, all copyrightable works, all copyrights, and all applications, registrations and renewals in connection therewith, (iv) all databases, data compilations and data collections, (v) all trade secrets and confidential information (including, without limitation, ideas, research and development, know-how, processes, methods, techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business, technical and marketing plans and proposals), (vi) all domain names, web addresses, websites and e-mail addresses,

(vii) all computer software, source code and object code, embodied in software, firmware or otherwise (including related data and documentation), and (viii) all copies and tangible embodiments of all of the foregoing (i) through (vii) in any form or medium; including, without limitation, those copyrights, patents and trademarks listed on Exhibits A, B and C hereto and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (the "Intellectual Property").

This security interest is granted in conjunction with the security interest granted to the Agent, on behalf of and for the benefit of the Secured Parties, under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Notes, the Purchase Agreement and the Security Agreement, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Notes, the Purchase Agreement, or the Security Agreement or any of the agreements, instruments and documents executed in connection herewith (collectively, the "Loan Documents"), or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Parties of any one or more of the rights, powers or remedies provided for in this Agreement, the Notes, Purchase Agreement, the Security Agreement, or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, of any or all other rights, powers or remedies. In the event of a conflict between the terms of the Security Agreement and this Agreement, the terms of the Security Agreement shall govern.

The Company represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which the Company has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

COMPANY

Securify, Inc.

Address of the Company:

1157 San Antonio Road
Mountain View, CA 94043

Attn: Alexis Schatten

By: 

Title: CEO & President

AGENT

Pequot Venture Partners II, L.P.

By: _____

Title: _____

SECURED PARTIES

By: Pequot Private Equity Fund III, L.P.

By: Pequot Offshore Private Equity
Partners III, L.P.

By: _____
Name:
Title:

By: _____
Name:
Title:

By: Pequot Venture Partners II, L.P.

By: PVP II Securify Conv Note Grantor Trust

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

COMPANY

Securify, Inc.

Address of the Company:

1157 San Antonio Road
Mountain View, CA 94043

Attn: Alexis Schatten

By: _____

Title: _____

AGENT

Pequot Venture Partners II, L.P. (P)

By: Kevin E. O'Brien

Title: Kevin E. O'Brien, General Counsel

SECURED PARTIES

By: Pequot Private Equity Fund III, L.P. (P)

By: Pequot Offshore Private Equity Partners III, L.P. (P)

By: Kevin E. O'Brien

Name:

Title: Kevin E. O'Brien, General Counsel

By: Kevin E. O'Brien

Name:

Title: Kevin E. O'Brien, General Counsel

By: Pequot Venture Partners II, L.P. (P)

By: PVP II Securify Conv Note Grantor Trust (P)

By: Kevin E. O'Brien

Name:

Title: Kevin E. O'Brien, General Counsel

By: Kevin E. O'Brien

Name:

Title: Kevin E. O'Brien, General Counsel

(P) By: Pequot Capital Management, Inc.
its Investment Manager

(P) By: Pequot Capital Management, Inc.
its Trustee

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
-------------	------------------------	----------------------

EXHIBIT C

Trademark Applications

Description	Registration/ Application Number	Registration/ Application Date
Securify Securvantage	76/250351	05/01/01
Securify Securvantage	76/250233	05/01/01
Isecurify	76/085060 (abandoned)	07/07/2000
Packet Storm	75-773856 (abandoned)	08/11/99
Packet Storm	75-773855 (abandoned)	08/11/99
Securify	75/615798	01/05/99
Security Chain Management	76/085062	07/07/00
Veriguard	75/476877 (abandoned)	03/11/98
Your Key To Information Security	765/615797 (abandoned)	01/05/99