

02-13-2003

Form PTO-1595
(Rev. 03/01)

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

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

Tab settings ⇌ ⇌ ⇌ ▼

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

1. Name of conveying party(ies):

TRIPWIRE, INC.

326 SW Broadway

Portland, Oregon 97205

2-13-03

2. Name and address of receiving party(ies)

Name: ORIX VENTURE FINANCE LLC

Internal Address: _____

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

3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other _____

Street Address: 200 Hamilton Avenue, 3rd Floor

City: Palo Alto State: CA Zip: 94301

Execution Date: 1/16/03

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) _____

10/188,430 (See Schedule B attached)

B. Patent No.(s) _____

Additional numbers attached? ☒ Yes ☐ No

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

Name: Levy, Small & Lallas

Internal Address: _____

Attn: Wendy Ballot Huey

Street Address: 815 Moraga Drive

City: Los Angeles State: CA Zip: 90049

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41).....\$ 240.00

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Wendy Ballot Huey

Name of Person Signing

Wendy Ballot Huey
Signature

February 11, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 9

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

02/14/2003 GTOW11 00000032 10188430

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240.00 OP

PATENT
REEL: 013743 FRAME: 0870

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Serial/ Application Number</u>	<u>Filing/ Application Date</u>
Homogeneous Monitoring of Heterogeneous Nodes	10/188,430	7/ 3/02
Provisioning Multi-Window Multi-Tab EUI Through a Generic Client Agent	10/209,818	7/31/02
Multi-level State Authentication – Transaction Real Time Check	10/328,957	12/24/02
Multi-level State Authentication – Install & Post Installation Periodic Check	10/251,317	9/19/02
Integrity Based Failover	10/251,545	9/19/02
Integrity Based Service Selection	10/328,530	12/24/02

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **January 16, 2003** by and between ORIX Merchant Banking LLC, a Delaware limited liability company, which does business in California as ORIX Venture Finance LLC ("ORIX") and **TRIPWIRE, INC.**, a Delaware corporation ("Grantor"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement of dated January 16, 2003 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy

of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party

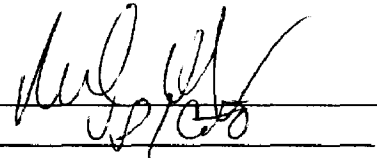
4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

Address of Grantor:

TRIPWIRE, INC.

326 SW Broadway
Portland, Oregon

By
Title



Address of ORIX:

ORIX Merchant Banking LLC, a Delaware
limited liability company, which does business
in California as ORIX Venture Finance LLC

200 Hamilton Avenue, 3rd Floor
Palo Alto, CA 94301

By

Kevin P. Sheehan,
Principal, Merchant Banking

Form: Version-1

of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

Address of Grantor: TRIPWIRE, INC.


326 SW Broadway
Portland, Oregon

By _____
Title _____

Address of ORIX:

200 Hamilton Avenue, 3rd Floor
Palo Alto, CA 94301

ORIX Merchant Banking LLC, a Delaware
limited liability company, which does business
in California as ORIX Venture Finance LLC

By 
Kevin P. Sheehan,
Principal, Merchant Banking

SCHEDULE A

Trademarks

TRADEMARK APPLICATIONS AND REGISTRATIONS OWNED BY TRIPWIRE, INC.

TRADEMARK	COUNTRY	APP. NO. OR REG. NO.	FILING DATE OR REG. DATE	STATUS
DEFENSE IN DEPTH	UNITED STATES	2356829	6-13-00	REGISTERED Declaration of Use due June 13, 2006
EVERYWHERE	UNITED STATES	76/274990	6-20-01	SUSPENDED To be abandoned pursuant to client's instructions
TRIPWIRE	UNITED STATES	2306881	1-11-00	REGISTERED Declaration of Use due January 11, 2006
TRIPWIRE EVERYWHERE	UNITED STATES	76274991	6-20-01	PENDING Statement of Use or Extension due May 7, 2003
TRUST THROUGH INTEGRITY	UNITED STATES	76/254789	5-8-01	PENDING Statement of Use or Extension due March 17, 2003
TRIPWIRE	CANADA	TMA54353 3	4-6-01	REGISTERED Renewal due April 6, 2016
TRIPWIRE	EUROPEAN COMMUNITY	778241	5-31-99	REGISTERED Renewal due March 24, 2008
TRIPWIRE	KOREA	513558	2-26-02	REGISTERED Renewal due February 26, 2012
TRIPWIRE	JAPAN	4298515	7-23-99	REGISTERED Renewal due July 23, 2009

TRADEMARK	COUNTRY	APP. NO. OR REG. NO.	FILING DATE OR REG. DATE	STATUS
TRIPWIRE	TAIWAN	90013574	6-12-02	REGISTERED Renewal due June 16, 2012

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01/21/03

PATENT
REEL: 013743 FRAME: 0876

SCHEDULE B

Patents and Patent Applications

ID	Title	Notes	Inv	Atty	Status
P001	Homogeneous Monitoring of Heterogeneous Nodes	SPACE architecture	Robert	JKK	<i>Filed on 7/3/02 S/N 10/188,430</i>
P002	Provisioning Multi-Window Multi-Tab EUI Through a Generic Client Agent	<i>Web UI</i>	Andrew , Chris	JKK	<i>Filed on 7/31/02 S/N 10/209,818</i>
P003	Multi-level State Authentication – Transaction Real Time Check	Manifest based deep/multi level state authentication	Tom, Robert, Randy, Gene	ATA	<i>Filed on 12/24/02 S/N 10/328,957</i>
P004	Multi-level State Authentication – Install & Post Installation Periodic Check	Manifest based deep/multi level state authentication	Tom, Robert, Randy, Gene	ATA	<i>Filed on 9/19/02 S/N 10/251,317</i>
P005	Fingerprint Database Architecture	How to tie the FPDB architecture into Web Services, repository and service support	Tom	TB D	On Hold
P006	Integrity Based Failover	Device fail over if integrity check fails	Tom, Robert	ATA	<i>Filed on 9/19/02 S/N 10/251,545</i>
P007	Integrity Based Service Selection	Service “scale back” if integrity check fails	Tom, Robert	ATA	<i>Filed on 12/24/02 S/N 10/328,530</i>
P008	Fingerprint Harvesting Process	Install process creates manifest and policy re how files may change post deployment	Tom, Robert, Randy, Gene	TB D	On Hold
P009	<i>VPN State Authentication</i>	<i>Client authentication through a VPN on initial connection</i>	<i>Randy, Louisa</i>	<i>TB D</i>	On Hold

SCHEDULE C

Copyrights

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