## 502146717 11/30/2012

#### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
DIGICERT, INC.	11/30/2012

#### **RECEIVING PARTY DATA**

Name:	SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT
Street Address:	2400 HANOVER STREET
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94304

#### PROPERTY NUMBERS Total: 6

Property Type	Number	
Application Number:	13545557	
Application Number:	61683163	
Application Number:	61683839	
Application Number:	61683842	
Application Number:	13429092	
Application Number:	13480312	

#### **CORRESPONDENCE DATA**

**Fax Number**: 8004947512

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2023704761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1100 G Street NW, Suite 420
Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: F142405

REEL: 029386 FRAME: 0766

**PATENT** 

\$240.00 13545557

NAME OF SUBMITTER:	Andrew Nash
Total Attachments: 5 source=Patent - Digicert, Inc IPSA 11-30-2012#page2.tif source=Patent - Digicert, Inc IPSA 11-30-2012#page3.tif source=Patent - Digicert, Inc IPSA 11-30-2012#page4.tif source=Patent - Digicert, Inc IPSA 11-30-2012#page5.tif source=Patent - Digicert, Inc IPSA 11-30-2012#page6.tif	

### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of November 30, 2012, is entered into by and between DIGICERT, INC., a Utah corporation (the "Grantor") and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of November 30, 2012, among the Assignee, Grantor, UNICORN ACQUISITION SUB CORP., a Delaware corporation ("Holdings"), and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Credit Agreement, dated as of November 30, 2012, among Holdings, Grantor, Assignee, the Lenders party thereto, EAST WEST BANK, as documentation agent and CAPITALSOURCE BANK, as syndication agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Patents set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

## 1. Grant of Security Interest

- (a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Patents, whether now owned or existing or at any time hereafter acquires or arising, and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Patents" means all of the following included in the Collateral, (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule A, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A, and (iii) all rights to obtain any reissues or extensions of the foregoing.
- (b) <u>Schedule A</u> hereto contains a true and accurate list of all of Grantor's United States Patents existing as of the date hereof.
- (c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement.

In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

## 2. <u>Modifications</u>

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patent owned or subsequently acquired by Grantor that is Collateral or to delete any reference to any right, title or interest in any Patent in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent that is Collateral to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

#### 3. Recordation.

Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Agreement upon request by Bank.

## 4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

## 5. 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.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:** 

DIGICERT, INC.

Name: Ryan Woodles

Title: Chief Financial Officer

Address of Grantor: 355 South 520 West Canopy Building II, Suite 200 Lindon, UT 84042

Attention: Ryan Woodley Facsimile No.: (801) 471-2811

E-mail:

[Signature Page to Patent Security Agreement]

ASSIGNEE:

SILICON VALLEY BANK,

as Administrative Agent

By:

Name: Mchael Willard
Title: Relutionship Manager

Address of Assignee: Silicon Valley Bank 2400 Hanover Street Palo Alto, CA 94304 Attn: Michael Willard

Email: mwillard2@svb.com

[Signature Page to Patent Security Agreement]

# Schedule A to PATENT SECURITY AGREEMENT

# Registrations of Patents and Patent Applications

Title	Application No.	Filing Date
Method, Process and System of Digitally Signing an Object	13545557	7/10/2012
Sensor-Based Dectection and Remediation System	61683163	8/14/2012
System For Object Signing Within a Cloud-Based Architecture	61683839	8/16/2012
Cloud-based Key Management System	61683842	8/16/2012
A Method of Improving Online Credentials	13429092	3/23/2012
A Method for Creating and Installing a Digital Certificate	13480312	5/24/2012

PATENT REEL: 029386 FRAME: 0772

**RECORDED: 11/30/2012**