

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3556016

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WOMBAT SECURITY TECHNOLOGIES, INC.	01/23/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BRIDGE BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	55 ALMADEN BLVD., SUITE 100
<b>City:</b>	SAN JOSE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95113
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8423483
<b>Application Number:</b>	13832070
<b>Application Number:</b>	14216002
<b>Application Number:</b>	14215981
<b>Application Number:</b>	14619520
<b>Application Number:</b>	61473366
<b>Application Number:</b>	61473384
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)644-0520
<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>	6506483802
<b>Email:</b>	PATTY@PATTYCHENG.COM
<b>Correspondent Name:</b>	PATTY CHENG
<b>Address Line 1:</b>	2625 MIDDLEFIELD RD., #215
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306
<b>ATTORNEY DOCKET NUMBER:</b>	1-1162
<b>NAME OF SUBMITTER:</b>	PATTY CHENG
<b>SIGNATURE:</b>	/s/ Patty Cheng
<b>DATE SIGNED:</b>	10/05/2015

**Total Attachments: 8**

source=2015-04-17-IPSA Executed-Wombat#page1.tif

source=2015-04-17-IPSA Executed-Wombat#page2.tif

source=2015-04-17-IPSA Executed-Wombat#page3.tif

source=2015-04-17-IPSA Executed-Wombat#page4.tif

source=2015-04-17-IPSA Executed-Wombat#page5.tif

source=2015-04-17-IPSA Executed-Wombat#page6.tif

source=2015-04-17-IPSA Executed-Wombat#page7.tif

source=2015-04-17-IPSA Executed-Wombat#page8.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 23, 2015 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and WOMBAT SECURITY TECHNOLOGIES, INC., ("Grantor") is made with reference to the Amended and Restated Loan and Security Agreement, dated as of January 23, 2015 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

WOMBAT SECURITY TECHNOLOGIES, INC.

**LENDER:**

BRIDGE BANK, NATIONAL ASSOCIATION

By: [Signature]

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

Name: JOSEPH FERRARA

Name: \_\_\_\_\_

Title: PRESIDENT & CEO

Title: \_\_\_\_\_

Address for Notices:

Attn:  
3030 Penn Avenue, 2<sup>nd</sup> floor  
Pittsburgh, PA 15201  
Tel: (412) 621-1484  
Fax: (412) 621-1489

4/17/2015

Address for Notices:

Attn: Mike Field  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Tel: (408) 556-6501  
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

WOMBAT SECURITY TECHNOLOGIES, INC.

**LENDER:**

BRIDGE BANK, NATIONAL ASSOCIATION

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Attn:  
3030 Penn Avenue, 2<sup>nd</sup> floor  
Pittsburgh, PA 15201  
Tel: (412) 621-1484  
Fax: (412) 621-1489

Address for Notices:

Attn: Mike Field  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Tel: (408) 556-6501  
Fax: (408) 282-1681

**Exhibit A and B**



## Trademark and Copyright Statement

The purpose of this document is to outline trademark and copyright statements used with Wombat Security software, collateral, web and digital presence, etc.

### Trademarks

Wombat has filed for several trademarks under two different classes. A class 9 registration is for a downloadable software product and a class 42 registration is for cloud-based software. We have stopped registering each trademark in two classes. Legal counsel advice is that the cloud-based class is enough protection for each name.

Names are shown here in all CAPS because capitalization is not part of the trademark application. As owners of the trademark we can capitalize in any way we choose.

We capitalize the initial letter of each part of the compound word/name. For example, PhishGuru, CyberStrength, PhishPatrol, etc.

### Wombat's current trademarks – April 17, 2015

Registered Trademarks – we indicate our registration with a circle R

- WOMBAT SECURITY TECHNOLOGIES and Logo Design in Class 9 – Registration No. 4,125,401, registered April 10, 2012.
- WOMBAT SECURITY TECHNOLOGIES and Logo Design in Class 42 – Registration No. 4,125,402, registered April 10, 2012. – July 2 applied for registration in the EU and Australia
- PHISHGURU in Class 9 - Registration No. 4,114,886 registered March 20, 2012.
- PHISHGURU in Class 42 - Registration No. 4,114,888 registered March 20, 2012.
- PHISHPATROL in Class 9 - Registration No. 4,114,891 registered March 20, 2012.
- PHISHPATROL in Class 42 - Registration No. 4,114,893 registered March 20, 2012.
- CYBERSTRENGTH in Class 42 – Registration No. 4,408,802 registered September 24, 2013.
- SMISHGURU in Class 42 - Registration No. 4,381,285, registered August 6, 2013
- USBGURU in Class 42 - Registration No. 4,381,284, registered August 6, 2013
- Change behavior. Reduce Risk. in Class 42- Registration No. 4,408,802 registered September 24, 2013. – Use Service Mark with this phrase

Trademark applications or general name use

Confidential



We have applied for registered trademarks for the following trade names. Each of these names should be marked with a TM once in each use application. This use doesn't need to be first use unless there is only one use. Try to use the TM symbol in body copy rather than titles, subtitles, or labels where the use of the TM can be distracting.

- Wombat Security Technologies -- Trademark application in Australia and European Union USPTO REFERENCE NO: A0036688, July 2, 2013
- MESSAGEGURU in Class 42 -- Notice of Allowance for US Application Ser. No. 85/735,528 -- acknowledged April 23, 2013- extended until April 23, 2014 -abandoned 10/22/14
- QRCODEGURU in Class 42 -- Notice of Allowance for US Application Serial Number 85/735,496 trademark acknowledged January 8, 2013 -- extended until July 8, 2015. One more extension available after this. The final deadline to submit the Statement of Use is 1/8/2016
- PHISHALARM in Class 42 (US Application Serial Number 86/501/027) and Class 9 (US Application Serial Number 86/500,933) January 12, 2015

We have not applied for trademarks for Anti-Phishing Phil or Anti-Phishing Phyllis however we have been using these names for several years and should protect them. Therefore we should show the TM mark when we use these names.



**Exhibit C**  
**Patent List**

## Patent List

1. Issued Patent for "User-Controllable Policy Learning" filed on May 16, 2009 (Jointly owned by Wombat Security Technologies and Carnegie Mellon University) ;

- (a) Patent number 8,423,483
- (b) Issued on April 16, 2013

-note: a provisional application had been filed a year earlier

2. Application for Patent for "Context-Aware Training Systems, Apparatuses, and Methods" filed on 4/9/2012, Attorney Docket No. 018564.0004.

- (a) Application Number 13/832,070
- (b) Atty. Docket No./Title 112931.00111

Note: 2 provisional applications had been filed on 4/8/2011 – 61/473,366 and 61/473,384).

Also: claim amendments filed 3/16/2013 with additional claims, continuation-in-part application also filed on 3/16/2013 with some additional disclosures and claims

3. Application for Patent for Mock Attack Cybersecurity Training Systems and Methods

- (a) Application Number 14/216,002
- (b) Filing Date: 03/17/2014
- (c) Atty. Docket No: 112931.00131

Note: This patent also builds on earlier provisional applications going back to 2011 as well as a provisional to support a continuation in part filed on 3/16/2013

4. Method and System for Controlling Context-Aware CyberSecurity Training

- (a) Application Number 14/215,981
- (b) Filing Date: 03/17/2014
- (c) Atty. Docket No: 112931.00121

Note: This patent also builds on earlier provisional applications going back to 2011 as well as a provisional to support a continuation in part filed on 3/16/2013

5. CyberSecurity Training System with Automated Application of Branded Content

- (a) Application Number: 14/619,520
- (b) Filing Date: 02/11/2015
- (c) Atty. Docket No: 112931.00201

Confidential