

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4090150

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAMBALLA, INC.	10/07/2016
RECEIVING PARTY DATA	
Name:	SARATOGA INVESTMENT CORP. SBIC LP, AS ADMINISTRATIVE AGENT
Street Address:	535 MADISON AVENUE
Internal Address:	4TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 18	
Property Type	Number
Patent Number:	8578497
Patent Number:	8826438
Patent Number:	8631489
Patent Number:	9166994
Application Number:	14041796
Application Number:	14317785
Application Number:	13309202
Application Number:	14616387
Application Number:	14096803
Application Number:	14010016
Application Number:	14015582
Application Number:	14015663
Application Number:	14015704
Application Number:	14305998
Application Number:	13749205
Application Number:	13205928
Application Number:	12538612
Application Number:	14668329

CORRESPONDENCE DATA**Fax Number:** (919)286-8199*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.***Phone:** 919 286-8000**Email:** PTO_TMconfirmation@mvalaw.com**Correspondent Name:** MOORE & VAN ALLEN PLLC**Address Line 1:** 3015 CARRINGTON MILL BOULEVARD**Address Line 2:** SUITE 400**Address Line 4:** MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	36806.35
NAME OF SUBMITTER:	JOHN E. SLAUGHTER
SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	10/10/2016

Total Attachments: 8

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement") is made as of this 7th of October, 2016, between Grantor listed on the signature pages hereof and SARATOGA INVESTMENT CORP. SBIC LP, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Loan and Security Agreement dated as of December 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among CORE SECURITY SDI CORPORATION, a Delaware corporation, previously known as Courion Corporation ("Core Security SDI"), CORE SECURITY TECHNOLOGIES, INC., a Delaware corporation ("Core"), CORE SDI, INC., a Delaware corporation ("Core SDI" and, together with Core Security SDI and Core, each an "Existing Borrower" and collectively, the "Existing Borrowers"), DAMBALLA, INC., a Delaware corporation ("New Borrower"; New Borrower together with Existing Borrowers, collectively, "Borrowers" and each a "Borrower"), COURION INTERMEDIATE HOLDINGS, INC., a Delaware corporation, as parent of the Borrowers, the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain First Amendment to Second Lien Loan and Security Agreement, dated as of the date hereof (the "First Amendment"), New Borrower has been or will be joined to the Credit Agreement as a Borrower thereunder; and

WHEREAS, pursuant to the Credit Agreement and the First Amendment, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of Grantor's patents, patent applications, patentable inventions, trade secrets, equipment formulations, manufacturing procedures, quality control procedures (collectively, "Patents"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Patents or Licenses for Patents, this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Patents or Licenses for Patents. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patents or Licenses for Patents of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any Other Document refer to this Patent Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

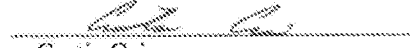
8. GOVERNING LAW. This Patent Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

DAMBALLA, INC.


By: 
Name: Curtis Cain
Title: Treasurer

ACCEPTED AND
ACKNOWLEDGED BY:

SARATOGA INVESTMENT CORP. SBIC LP,
as Administrative Agent

By: Saratoga Investment Corp. GP, LLC,
as its General Partner

By: Saratoga Investment Corp.,
as the Sole Member and Manager of the General
Partner

By: 
Name: Charles G. Phillips II
Title: Managing Director

SCHEDULE I
TO
PATENT SECURITY AGREEMENT
Patents

Country Name	Title	Filed Date	Serial #	Issue Date	Patent #
UNITED STATES	METHOD AND SYSTEM FOR DETECTING MALWARE	1/5/2011	12/985,140	11/5/2013	8,578,497
UNITED STATES	METHOD AND SYSTEM FOR DETECTING MALWARE	9/30/2013	14/041,796		
UNITED STATES	METHOD AND SYSTEM FOR NETWORK-BASED DETECTING OF MALWARE FROM BEHAVIORAL CLUSTERING	1/18/2011	13/008,257	9/2/2014	8,826,438
UNITED STATES	METHOD AND SYSTEM FOR NETWORK-BASED DETECTING OF MALWARE FROM BEHAVIORAL CLUSTERING	6/27/2014	14/317,785		
UNITED STATES	METHOD AND SYSTEM OF ASSESSING AND MANAGING RISK ASSOCIATED WITH COMPROMISED NETWORK ASSETS	12/1/2011	13/309,202		
UNITED STATES	METHOD AND SYSTEM OF ASSESSING AND MANAGING RISK ASSOCIATED WITH COMPROMISED NETWORK ASSETS	2/6/2015	14/616,387		
UNITED STATES	METHOD AND SYSTEM FOR DETECTING MALICIOUS DOMAIN NAMES AT AN UPPER DNS HIERARCHY	1/25/2012	13/358,303	1/14/2014	8,631,489
UNITED STATES	METHOD AND SYSTEM FOR DETECTING MALICIOUS DOMAIN NAMES AT AN UPPER DNS HIERARCHY	12/4/2013	14/096,803		

UNITED STATES	METHODS AND SYSTEMS FOR NETWORK FLOW ANALYSIS	8/26/2013	14/010,016		
UNITED STATES	DATA MINING TO IDENTIFY MALICIOUS ACTIVITY	8/30/2013	14/015,582		
UNITED STATES	AUTOMATION DISCOVERY TO IDENTIFY MALICIOUS ACTIVITY	8/30/2013	14/015,621	10/20/2015	9166994B2
UNITED STATES	TRAFFIC SIMULATION TO IDENTIFY MALICIOUS ACTIVITY	8/30/2013	14/015,663		
UNITED STATES	HISTORICAL ANALYSIS TO IDENTIFY MALICIOUS ACTIVITY	8/30/2013	14/015,704		
UNITED STATES	SYSTEMS AND METHODS FOR TRAFFIC CLASSIFICATION	6/16/2014	14/305,998		
UNITED STATES	METHOD AND SYSTEM FOR DETECTING DGA-BASED MALWARE	1/24/2013	13/749,205		
UNITED STATES	METHOD AND SYSTEM FOR DETERMINING WHETHER DOMAIN NAMES ARE LEGITIMATE OR MALICIOUS	8/9/2011	13/205,928		

UNITED STATES	METHOD AND SYSTEM FOR DETECTING MALICIOUS AND/OR BOTNET-RELATED DOMAIN NAMES	8/10/2009	12/538,612	
UNITED STATES	MEASURING, CATEGORIZING, AND/OR MITIGATING MALWARE DISTRIBUTION PATHS	3/25/2015	14/668,329	

Licenses

1. Exclusive License Agreement, by and between Damballa, Inc. and Georgia Tech Research Corporation ("GTRC"), dated February 9, 2006, as amended by that certain First Amendment to License Agreement dated August 9, 2006, as further amended by that certain Second Amendment to License Agreement dated October 30, 2006, pursuant to which GTRC granted Damballa, Inc. an exclusive, nontransferable, royalty-bearing license, with a right of sublicense, throughout the Territory in the Field of Use (each as defined therein), with respect to U.S. Patent Application No. 11/538,212.
2. Exclusive License Agreement, by and between Damballa, Inc. and GTRC, dated February 18, 2011, pursuant to which GTRC granted Damballa, Inc. an exclusive, nontransferable, perpetual, royalty-bearing license, with a right of sublicense, throughout the Territory in the Field of Use (each as defined therein), with respect to U.S. Patent Application No. 13/205,928.
3. License Agreement, by and between Damballa, Inc. and the University of Georgia Research Foundation, Inc. ("UGARF"), dated January 15, 2015, pursuant to which UGARF granted Damballa, Inc. the exclusive right and license to practice U.S. Patent Application No. 14/668,329 in order to make, have made, use, import, offer for sale, and sell in the Territory Licensed Products in the Field (each as defined therein).