

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4305697

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FIREBLADE HOLDINGS, LLC	03/03/2017
RECEIVING PARTY DATA	
Name:	WHITEHORSE LENDING, LLC, AS COLLATERAL AGENT
Street Address:	1450 BRICKELL AVE, 31ST FLOOR
City:	MIAMI
State/Country:	FLORIDA
Postal Code:	33131
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9300683
Patent Number:	9501651
Application Number:	14987823
Application Number:	15292723
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<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>	
Phone:	6175269628
Email:	cslattery@proskauer.com
Correspondent Name:	CHRISTINE SLATTERY
Address Line 1:	PROSKAUER ROSE LLP
Address Line 2:	ONE INTERNATIONAL PLACE, 23RD FLOOR
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	36782 / 007
NAME OF SUBMITTER:	CHRISTINE SLATTERY
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	03/07/2017
Total Attachments: 5	
source=Fireblade - 2L IP security agreement#page1.tif	
source=Fireblade - 2L IP security agreement#page2.tif	

source=Fireblade - 2L IP security agreement#page3.tif

source=Fireblade - 2L IP security agreement#page4.tif

source=Fireblade - 2L IP security agreement#page5.tif

Patent Security Agreement

THIS PATENT SECURITY AGREEMENT, dated as of March 3, 2017 (this "Security Agreement"), is made by FIREBLADE HOLDINGS, LLC, a Delaware limited liability company ("Grantor"), in favor of WHITEHORSE LENDING, LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, STACKPATH, LLC, a Delaware limited liability company and HIGHWINDS CAPITAL, INC., a Florida corporation (collectively, the "Borrowers", and each, a "Borrower"), have entered into that certain Second Lien Loan Agreement dated as of February 3, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Loan Agreement"), by and among the Borrowers, the lenders from time to time parties thereto and the Collateral Agent, providing for, among other things, term loan facility subject to the terms set forth therein; and

WHEREAS, in connection with the Loan Agreement, the Borrowers and certain of each Borrower's Restricted Subsidiaries have entered into that certain Guaranty and Security Agreement dated as of February 3, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Loan Agreement, Grantor hereby agrees as follows:

Section 1 **Defined Term.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 **Grant of Security Interest in Patent Collateral.** Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby pledges, grants and collaterally assigns to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest in all right, title and interest of Grantor in all of the following property: issued patents owned by, and all patent applications owned by, Grantor, including, without limitation, the patents and patent applications referred to in Schedule I hereto (whether established or registered or recorded in the United States, any State thereof or any other country or any political subdivision thereof and, in each case, owned by Grantor), now existing or hereafter acquired by Grantor, together with any and all (i) rights and privileges arising under applicable law with respect to Grantor's use of any patents, and (ii) reissues, re-examinations, divisionals, continuations, extensions and continuations-in-part thereof, and rights to obtain any of the foregoing, and all rights to sue or otherwise recover for any past, present and future infringement, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto (the "Patent Collateral").

Section 3 **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the

Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Termination.** This Security Agreement shall terminate and the Lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Security Agreement, the Collateral Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by Grantor to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

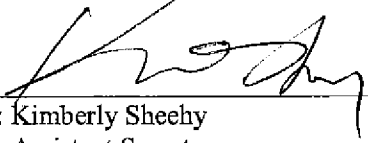
Section 5 **Counterparts.** This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart to this Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 6 **Governing Law.** THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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.

FIREBLADE HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Kimberly Sheehy
Title: Assistant Secretary


[Signature Page to Patent Security Agreement]

PATENT
REEL: 041480 FRAME: 0864

Acknowledged and Agreed to as of the date hereof:

COLLATERAL AGENT:

WHITEHORSE LENDING, LLC

By: 
Name: Richard Siegel
Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

SCHEDULE I

Application No.	Filing Date	Registration No.	Registration Date	Jurisdiction	Title	Listed Owner	Status
13/376413	12/6/2011	9,300,683	3/29/2016	US	Identifying bots	Fireblade Holdings, LLC	Registered
14/987823	1/5/2016	n/a	n/a	US	Identifying bots	Fireblade Holdings, LLC	Pending
13/984647	3/27/2014	9,501,651	11/22/2016	US	Distinguish valid users from bots, OCRs and third party solvers when presenting CAPTCHA	Fireblade Holdings, LLC	Registered
15/292,723	10/13/2016	n/a	n/a	US	Distinguish valid users from bots, OCRs and third party solvers when presenting CAPTCHA	Fireblade Holdings, LLC	Pending

PATENT

REEL: 041480 FRAME: 0866