

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4374169

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CENTRIPETAL NETWORKS, INC.	04/17/2017
RECEIVING PARTY DATA	
Name:	DOUGLAS A. SMITH
Street Address:	12770 MERIT DRIVE, SUITE 800
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State/Country:	TEXAS
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PROPERTY NUMBERS Total: 14	
Property Type	Number
Application Number:	14625486
Patent Number:	9565213
Patent Number:	9560176
Patent Number:	9560077
Patent Number:	9413722
Patent Number:	9264370
Patent Number:	9203806
Patent Number:	9160713
Patent Number:	9137205
Patent Number:	9124552
Patent Number:	9094445
Patent Number:	8495725
Patent Number:	8042167
Patent Number:	8037517
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER: 119002-0001

NAME OF SUBMITTER: JENNIFER KAGAN, PARALEGAL

SIGNATURE: /jenniferkagan/

DATE SIGNED: 04/19/2017

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this “**Agreement**”) is entered into as of April 17, 2017, by and among Centripetal Networks, Inc., a Delaware corporation (“**Grantor**”), and Douglas A. Smith, an individual (the “**Grantee**”).

RECITALS

A. This Agreement is entered into in connection with that certain Note and Warrant Purchase Agreement, dated as of even date herewith, by and among Grantor and Grantee (the “**Purchase Agreement**”), pursuant to which Grantee has agreed to make certain financial accommodations to Grantor (the “**Loan**”) in the amounts and manner set forth in the Note and Warrant Purchase Agreement.

B. Pursuant to the terms of the Purchase Agreement, Grantor has granted to Grantee a first priority security interest (subject to Permitted Liens) in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

C. Grantee is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Grantee a security interest in certain Patents and Trademarks to secure the obligations of Grantor under the Purchase Agreement and other Loan Documents.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used herein, but not otherwise defined are as defined in the Purchase Agreement and this Agreement constitutes a Loan Document as defined in the Purchase Agreement. For purposes of this Agreement, the following terms shall have the following meanings:

a. “**Patents**” means, collectively, with respect to Grantor, all patents issued or assigned to, and all patent applications and registrations made by, Grantor including those listed in Exhibit A hereof (whether issued, established or registered or recorded in the United States or any other country or any political subdivision thereof) and all tangible embodiments of the foregoing, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to Grantor’s use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements thereof.

b. “**Trademarks**” means, collectively, with respect to Grantor, all trademarks (including service marks), slogans, logos, symbols, certification marks, collective

marks, trade dress, uniform resource locators (URL's), domain names, corporate names and trade names, whether statutory or common law, whether registered or unregistered and whether established or registered in the United States or any other country or any political subdivision thereof, including those listed in Exhibit B hereof, that are owned by or assigned to Grantor, all registrations and applications for the foregoing and all tangible embodiments of the foregoing, together with, in each case, the goodwill symbolized thereby and any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

2. Pledge. To secure its obligations under the Purchase Agreement, Grantor grants and pledges to Grantee a first priority security interest (subject only to Permitted Liens) in all of Grantor's right, title and interest in, to and under its Patents and Trademarks (including without limitation those Patents and Trademarks listed on Exhibits A and B, respectively), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations in-part thereof, in each case whether now existing or hereafter acquired.

3. Rights Under the Purchase Agreement. This security interest is granted in conjunction with the security interest granted to Grantee under the Purchase Agreement. The rights and remedies of Grantee with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement and any of the other Loan Documents, and those which are now or hereafter available to Grantee as a matter of law or equity. Each right, power and remedy of Grantee provided for herein, in the Purchase Agreement or any of the other Loan Documents, 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 Grantee of any one or more of the rights, powers or remedies provided for herein, in the Purchase Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including Grantee, of any or all other rights, powers or remedies.

[Signature page follows]

IN WITNESS WHEREOF, this Patent and Trademark Security Agreement has been duly executed as of the date first written above.

GRANTOR:

CENTRIPETAL NETWORKS, INC.

By: 
Name: Steve Rogers
Title: Chief Executive Officer

GRANTEE:

DOUGLAS A. SMITH

IN WITNESS WHEREOF, this Patent and Trademark Security Agreement has been duly executed as of the date first written above.

GRANTOR:

CENTRIPETAL NETWORKS, INC.


By: _____

Name: Steve Rogers

Title: Chief Executive Officer

GRANTEE:

DOUGLAS A. SMITH



[Signature page to the Patent and Trademark Security Agreement]

EXHIBIT A

Patents

<u>USPTO Patent No.</u>	<u>Codename</u>	<u>Title</u>	<u>Notes</u>
14/625,486 *	“Exfil Extensions II”	“Filtering Network Data Transfers”	Expected Issue Date: April-2017
9,565,213	“NPS Extensions II”	“Methods and Systems for Protecting a Secured Network”	Issue Date: 07-Feb-2017
9,560,176	“Correlations Extensions”	“Correlating Packets in a Communications Network”	Issue Date: 31-Jan-2017
9,560,077	“NPS Extensions I”	“Methods and Systems for Protecting a Secured Network”	Issue Date: 31-Jan-2017
9,413,722	“QuickThreat”	“Rule-Based Network-Threat Detection”	Issue Date: 09-Aug-2016
9,264,370	“Correlations”	“Correlating Packets in a Communications Network”	Issue Date: 16-Feb-2016
9,203,806	“Rapid Policy Switching”	“Rule Swapping in a Packet Network”	Issue Date: 01-Dec-2015
9,160,713	“ExFil Extensions”	“Filtering Network Data Transfers”	Issued 13-October-2015
9,137,205	“NPS”	“Methods and Systems for Protecting a Secured Network”	Issued 15-September-2015
9,124,552	“ExFil”	“Filtering Network Data Transfers”	Issued 01-September-2015
9,094,445	“NS2R”	“Protecting Networks from Cyber Attacks and Overloading”	Issued 28-July-2015
8,495,725	“APF”	“Methods, systems, and computer readable media for Adaptive Packet Filtering”	Assignee: Great Wall CNI exclusive, perpetual license
8,042,167	“Policy Optimization”	“Methods, systems, and computer program products for network firewall policy optimization”	Assignee: Wake Forest CNI exclusive, perpetual license
8,037,517	“Function Parallel”	“Methods, systems, and computer program products for implementing function-parallel network firewall”	Assignee: Wake Forest CNI exclusive, perpetual license

* Patent allowed but not yet issued, expected issue date is April 2017.

EXHIBIT B**Trademarks**

<u>Matter Number</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Date</u>
007742.00009	RULEGATE	United States	Registered	02.06.12
007742.00018	RULEGATE	Australia	Registered	07.11.12
007742.00019	RULEGATE	Canada	Registered	07.10.12
007742.00020	RULEGATE	European Community	Registered	07.11.12
007742.00022	CLEANINTERNET	United States	Registered	07.03.13
007742.00024	IDENTITY IP	United States	Registered	06.04.13
007742.00026	CLEANINTERNET	Australia	Registered	01.02.14
007742.00027	CLEANINTERNET	Canada	Registered	01.03.14
007742.00028	CLEANINTERNET	European Community	Registered	01.02.14
007742.00032	QUICKTHREAT	United States	Registered	06.09.14
007742.00038	QUICKTHREAT	Australia	Registered	12.03.14
007742.00039	QUICKTHREAT	Canada	Pending	12.05.14
007742.00040	QUICKTHREAT	European Community	Registered	12.03.14
007742.00041	CENTRIPETAL NETWORKS	United States	Registered	02.28.13
007742.00060	WE TURN INTELLIGENCE INTO ACTION	United States	Pending	09.11.15
007742.00076	ADVANCED CYBER THREAT	United States	Pending	03.11.16
007742.00077	ACT	United States	Registered	03.11.16