

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4630078

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
AR INTERMEDIATE, LLC	10/05/2017
AR MIDCO, LLC	10/05/2017
APPRIVER, LLC	10/05/2017

RECEIVING PARTY DATA

Name:	VARAGON CAPITAL PARTNERS AGENT, LLC, AS ADMINISTRATIVE AGENT
Street Address:	448 MADISON AVENUE
Internal Address:	22ND FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	14625679
Application Number:	15055097
Application Number:	15246692
Application Number:	15246725
Application Number:	15293356
Application Number:	15582715
Application Number:	15582627

CORRESPONDENCE DATA

Fax Number: (312)558-5700

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: (312) 558-6352

Email: mfoy@winston.com

Correspondent Name: MICHELLE FOY, WINSTON & STRAWN LLP

Address Line 1: 35 WEST WACKER DRIVE

Address Line 2: SUITE 4200

Address Line 4: CHICAGO, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER:	82107.4
NAME OF SUBMITTER:	MICHELLE FOY
SIGNATURE:	/Michelle Foy/
DATE SIGNED:	10/06/2017
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 5, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of VARAGON CAPITAL PARTNERS AGENT, LLC, as administrative agent and collateral agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, AR Intermediate, LLC, a Delaware limited liability company (“Holdings”), AR Midco, LLC, a Delaware limited liability company (the “Initial Borrower”), and (upon and after the effectiveness of the Closing Date Assumption Agreement) AppRiver, LLC, a Florida limited liability company (the “Target Company”), have entered into the Credit Agreement dated as of October 5, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several institutions or entities from time to time party thereto as lenders and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Initial Borrower and (upon and after the effectiveness of the Closing Date Assumption Agreement) the Target Company under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement dated as of October 5, 2017 in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“Copyrights”);

(b) all Copyright Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 1;

(c) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (a) and (b) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) and (b) above (the items described in (a), (b) and (c), collectively, the “Copyright Collateral”);

(d) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(e) all Trademark Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 2;

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (d) and (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (d) and (e) above (items described in clauses (d), (e) and (f), collectively, the “Trademark Collateral”);

(g) (i) all United States and foreign patents, patent applications and patentable inventions, including each issued patent and patent application identified in Schedule 3, all certificates of invention or similar property rights and all registrations, recordings and pending applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the “Patents”);

(h) all Patent Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 3; and

(i) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (g) and (h) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (g) and (h) above (items described in (f), (g) and (h), collectively, the “Patent Collateral”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7 Intercreditor Arrangements Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, may be subject to intercreditor arrangements entered into in accordance with the Credit Agreement. In the event of any conflict or inconsistency between the provisions of such intercreditor arrangements and this Agreement, the terms of the definitive documentation governing any such intercreditor arrangements shall govern.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[Signature Pages Follow]

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

APPRIVER, LLC

By:  _____


Name: Jason Kwon

Title: Vice President

[IP Security Agreement]

PATENT
REEL: 043804 FRAME: 0305

VARAGON CAPITAL PARTNERS AGENT,
LLC, as Administrative Agent

By: 
Name: Robert Bourgeois
Title: Vice President

[IP Security Agreement]

PATENT
REEL: 043804 FRAME: 0306

COPYRIGHTS

<p>Title: How to Access (OWA) Outlook Web Access) Outlook 2013/2016- How to Set View for All Folders Limiting Inbound SMTP Traffic from AppRiver's Servers Enable DNS Request Logging for Windows 2003 and above Manual Configuration of Outlook with Hosted Exchange SPF Record Setup for AppRiver Hosted Services Smart Hosting How to Retrieve an E-mail Message Header for Various email clients How to Sync Exchange Public Folders to Mobile Devices Dynamic MX Records Tools-SMTP Open Relay Reporting Spam that made it through The permissions tab for sharing my calendar is missing Glossary of Terms-AppRiver AutoDiscover Setup With AppRiver's</p>	<p>U.S. Copyright</p>	<p>13 October 2016</p>	<p>TXU-1-030-251</p>	<p>This collection of work is protected by copyright for 95 years from publication or 120 from creation, whichever is shorter</p>
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<p>Hosted Exchange 2016 How Much Bandwidth do I Need to run Microsoft Online Services How to Configure WatchGuard Firewall Series Firewalls for Usage with AppRiver Services Generic "Undeliverable mail." message Outlook Nickname Cache (.nk2) Overview</p>				
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TRADEMARKS

Proprietary Right	Jurisdiction	Application / Registration Date	Filing / Registration #	Term
APPRIVER	U.S. Federal Trademark	19 Dec 2006	3,185,913	19 December 2016
SPAMLAB	U.S. Federal Trademark	5 Apr 2011	3,939,734	5 April 2021
CIPHERPOST	U.S. Federal Trademark	12 Apr 2011	3,945,387	12 April 2021
EASY, EFFECTIVE, AFFORDABLE	U.S. Federal Trademark	6 Sep 2011	4,022,472	6 September 2021
SECURING THE SME	U.S. Federal Trademark	3 Apr 2012	4,120,510	Renewal pending examination and acceptance
SECURETIDE	U.S. Federal Trademark	30 Aug 2011	4,019,353	30 August 2021
SECURESURF	U.S. Federal Trademark	30 Aug 2011	4,019,380	Renewal pending examination and acceptance
EMAIL & WEB SECURITY EXPERTS	U.S. Federal Trademark	10 Jan 2012	4,085,371	Renewal pending examination and acceptance
MESSAGE SNIFFER	U.S. Federal Trademark	24 Jan 2012	4,090,289	24 January 2022
PHENOMENAL CARE	U.S. Federal Trademark	24 Jul 2012	4,178,172	24 July 2017
CIPHERPOST PRO	U.S. Federal Trademark	16 Oct 2012	4,225,621	16 October 2017
THE MESSAGING EXPERTS	U.S. Federal Trademark	01-Feb-2013	3,915,282	1 February 2023
APPMAILER	U.S. Federal Trademark	06-Mar-2017	87/859,710	
AppRiver Protection Claimed (Madrid Protocol) (AUSTRALIA) (BELGIUM) (SWITZERLAND) (CHINA) (EGYPT)	International Register		1141149	November 21, 2012

(EU TRADE MARKS) (LIECHTENSTEIN) (MONACO) (NORWAY) (RUSSIAN FEDERATION) (SINGAPORE) (TURKEY)				
NAUTICAL	U.S. Federal Trademark	August 7, 2017	87/885,208	

PATENTS

Message Ordering and Idempotency Enforcement Process and System	U.S. Patent Application	19 Feb 2015	Non-Provisional Application 14/825,679	Pending examination
Tiered Access and Duress Access and Password Process and System	U.S. Patent Application	26 Feb 2016	Non-Provisional Application 15/055,097	Pending examination
Permission Based Chat Room Access Process and System	U.S. Patent Application	25 Aug 2016	Non-Provisional Application 15/246,692	Pending examination
Cheat Interaction Process and System	U.S. Patent Application	25 Aug 2016	Non-Provisional Application 15/246,725	Pending examination
Website Category Blind Spot Elimination Process and System	U.S. Patent Application	14 Oct 2016	Non-Provisional Application 15/293,356	Pending examination
Continuous Customer Health Assessment Process and Method	U.S. Patent Application	30 Apr 2017	Non-Provisional Application 15/582,715	Pending examination
Content Driven and User Specification Report Process and System	U.S. Patent Application	29 Apr 2017	Non-Provisional Application 15/582,637	Pending examination