

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4820465

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	REDOWL ANALYTICS, INC.	02/12/2018
RECEIVING PARTY DATA		
Name:	RAYTHEON COMPANY	
Street Address:	870 WINTER STREET	
City:	WALTHAM	
State/Country:	MASSACHUSETTS	
Postal Code:	02451-1449	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	9542650
	Application Number:	15399147
CORRESPONDENCE DATA		
Fax Number:	(617)341-7701	
<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:	617-951-8132	
Email:	linda.salera@morganlewis.com	
Correspondent Name:	LINDA A. SALERA, SENIOR PARALEGAL	
Address Line 1:	C/O MORGAN, LEWIS & BOCKIUS LLP	
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Address Line 4:	BOSTON, MASSACHUSETTS 02110	
NAME OF SUBMITTER:	LINDA A. SALERA	
SIGNATURE:	/Linda A. Salera/	
DATE SIGNED:	02/12/2018	
Total Attachments: 6		
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This **PATENT SECURITY AGREEMENT**, dated as of February 12, 2018, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of Raytheon Company, a Delaware corporation (the “Lender” or “Raytheon”).

W I T N E S S E T H:

WHEREAS, pursuant to the Second Amended and Restated Secured Promissory Note, dated as of August 25, 2017 (the “Secured Promissory Note”), by the Grantor, RedOwl International, LLC, a Delaware limited liability company, Tomahawk Holdings, Inc., a Delaware corporation, Forcepoint LLC, a Delaware limited liability company, Raytheon Oakley Systems, LLC, a Delaware limited liability company, Forcepoint Federal, LLC, a Delaware limited liability company, Tomahawk Acquisition, Inc., a Delaware corporation, Websense, LLC, a Delaware limited liability company, Cernelian, LLC., a Delaware limited liability company, PortAuthority Technologies, LLC, a Delaware limited liability company, New Websense, Inc., a Delaware corporation, and Forcepoint International Limited, an Irish private company limited by shares (collectively, the “Borrowers”), Raytheon has agreed to make loans and extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Note, to guarantee the Secured Obligations of the Borrowers;

NOW, THEREFORE, in consideration of the premises and to induce Raytheon to enter into the Note and to make loans and extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Raytheon as follows:

Section 1. **Defined Terms.** Capitalized terms used herein without definition that are defined in the Note have the meanings set forth in the Note.

Section 2. **Grant of Security Interest in Patent Collateral.** The 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, hereby mortgages, pledges and hypothecates to Raytheon, and grants to Raytheon a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Patent Collateral”):

(a) all of its patents and related rights and interests arising under any Applicable Law in or relating to patents and any letters patent and applications therefor (“Patents”), including, without limitation, those referred to on Schedule 1 hereto; and

(b) all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such intellectual property and all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such intellectual property, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other right referenced in this clause (“IP Ancillary Rights”).

Notwithstanding the foregoing, Patent Collateral shall not include (i) assets not located in the United States of America that require action under the law of any jurisdiction not located in

the United States of America to create or perfect a security interest or Lien in such assets, which shall, for the avoidance of doubt, include Patent Collateral registered in countries other than the United States of America or (ii) any rights or interests in any lease, license, contract, or agreement, as such or the assets subject thereto, if under the terms of such lease, license, contract, or agreement, or Applicable Law with respect thereto, the valid grant of a Lien therein or in such assets to Lender is prohibited and would result in the breach or termination of such lease, license, contract, contract or agreement, as further described in Section 5 of the Note.

Section 3. **Note.** The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Raytheon pursuant to the Note and the Grantor hereby acknowledges and agrees that the rights and remedies of Raytheon with respect to the security interests in the Patent Collateral made and granted hereby are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. **Representations and Warranties.** In order to induce Raytheon to make loans under the Note, the Grantor makes the following representations and warranties on the date hereof and on each date that a Revolving Loan is made:

(a) The Grantor has the corporate or other organizational power and authority to execute, deliver and perform the terms and provisions of this Patent Security Agreement and has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of this Patent Security Agreement;

(b) The Grantor has duly executed and delivered this Patent Security Agreement; and

(c) **Schedule 1** attached hereto sets forth a true, complete and correct list of all patents and patent applications included in the Patent Collateral that the Grantor owns.

Section 5. **Further Actions.** The Grantor shall, at the Grantor's expense, take reasonable further actions, and provide to Raytheon, Raytheon's successors, assigns or other legal representatives, all reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Raytheon to more fully and effectively effectuate the purposes of this Patent Security Agreement, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for a patent, or any application for renewal or amendment of a patent, relating to any of the rights addressed herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights addressed herein, including, without limitation, testifying as to any facts relating to the Patent Collateral; (3) obtaining any additional patent protection relating to rights addressed herein that Raytheon reasonably may deem appropriate that may be secured under the laws now or hereafter in effect; and (4) in the implementation, recordation or perfection of this Patent Security Agreement in the United States Patent and Trademark Office and in all applicable jurisdictions in the United States of America.

Section 6. **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

Section 7. **General.** This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York. Raytheon and the Grantor waives, to the fullest extent permitted by law, trial by jury in any litigation arising out of or related to this Patent Security Agreement. Any action or proceeding relating to this Patent Security Agreement shall be exclusively brought in any court of competent jurisdiction in New York, New York, and Raytheon and the Grantor each (i) irrevocably and unconditionally attorns and submits to the jurisdiction of such courts; (ii) irrevocably waives any right to, and shall not, oppose any such New York, New York action or proceeding on any jurisdictional basis, including forum non conveniens; and (iii) shall not oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from a court located in New York, New York as contemplated hereby.

[SIGNATURE PAGES FOLLOW]

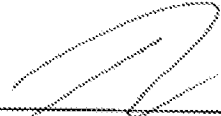
IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

REDOWL ANALYTICS, INC.

By: 
Name: Matthew Santangelo
Title: CFO

ACCEPTED AND AGREED
as of the date first above written:

RAYTHEON COMPANY

By: 

Name: Frank R. Jimenez

Title: Vice President, General Counsel & Secretary

Signature Page to Patent Security Agreement

PATENT
REEL: 045307 FRAME: 0584

Schedule 1

Patents

Recorded Owner	Title	Issue Date	Filing Date	Status	Application No.	Patent / Publication No.
RedOwl Analytics, Inc.	Modeling Social Behavior	N/A	3/3/2014	Pending	1517306.5 (GB)	2526501
RedOwl Analytics, Inc.	Analyzing Behavior in Light of Social Time	1/10/17	1/6/2014	Granted	14/148,346	9,542,650
RedOwl Analytics, Inc.	Analyzing Behavior in Light of Social Time	N/A	1/5/2017	Pending	15/399,147	20170116541