

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5626018

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AVECTO LTD	07/18/2019
RECEIVING PARTY DATA	
Name:	JEFFERIES FINANCE LLC, AS THE COLLATERAL AGENT
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	16200892
Application Number:	16272266
Application Number:	16269963
Application Number:	16259113
Patent Number:	10102371
CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
<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:	312/876-7628
Email:	linda.kastner@lw.com
Correspondent Name:	LINDA R. KASTNER, C/O LATHAM & WATKINS
Address Line 1:	330 N. WABASH AVENUE
Address Line 2:	SUITE 2800
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NAME OF SUBMITTER:	LINDA KASTNER
SIGNATURE:	/lk/
DATE SIGNED:	07/18/2019
Total Attachments: 5	
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FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT, dated as of July 18, 2019 (this “**Agreement**”) is made by AVECTO LTD (also known as AVECTO LIMITED), a limited corporation organized under the laws of England and Wales (“**Grantor**”), in favor of JEFFERIES FINANCE LLC, as the Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns, the “**Collateral Agent**”);

WHEREAS, the Grantor is party to a First Lien Security Agreement dated as of April 19, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Patent Collateral (as defined below) and is required to execute and deliver this First Lien Patent Security Agreement (the “**Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantor agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them (including by reference) in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants and pledges to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the “**Patent Collateral**”), other than Excluded Property:

- (i) all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof and all rights corresponding thereto;
- (ii) the right to sue or otherwise recover for any past, present and future infringement or other violation or impairment of any of the foregoing; and
- (iii) all Proceeds and Accessions with respect to any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are

more fully set forth in the Security Agreement, the terms and conditions of which are hereby incorporated by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR PATENT COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR PATENT COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.


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

AVECTO LTD (also known as AVECTO LIMITED),
as Grantor

By: Matthew Dircks
Name: Matthew Dircks
Title: Chief Executive Officer

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as the Collateral Agent

By: 
Name: Paul Chisholm
Title: Managing Director

[Signature Page to First Patent Security Agreement]

PATENT
REEL: 049801 FRAME: 0593

**SCHEDULE A
TO
GRANT OF PATENT SECURITY AGREEMENT**

PATENT/APPLICATION NUMBER REGISTRATION DATE/FILING DATE	TITLE	OWNER
10,102,371 October 16, 2018	COMPUTER DEVICE AND METHOD FOR ISOLATING UNTRUSTED CONTENT ON A CLIPBOARD	Avecto Limited
16/200,892 November 27, 2018	NATIVE UNINSTALL	Avecto Limited
16/272,266 February 11, 2019	REGISTRY CONTROL	Avecto Limited
16/269,963 February 7, 2019	SYNTHETIC UAC	Avecto Limited
16/259,113 January 28, 2019	POWERSHELL REMOTING	Avecto Limited