

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6333237

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ETORCH INC.	10/01/2020
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	4 CHASE METROTECH CENTER
Internal Address:	MC: NY1-C413
City:	BROOKLYN
State/Country:	NEW YORK
Postal Code:	11245-0001
PROPERTY NUMBERS Total: 12	
Property Type	Number
Application Number:	14992194
Application Number:	15285797
Application Number:	15670169
Application Number:	15378259
Application Number:	15810695
Application Number:	15613343
Application Number:	15849806
Application Number:	15872078
Application Number:	16150694
Application Number:	16214716
Application Number:	16524322
Application Number:	16831946
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY

PATENT

Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	ELAINE CARRERA
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	10/02/2020
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Total Attachments: 7

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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

eTorch Inc.

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) October 1, 2020

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

Street Address: 4 Chase Meirotech Center, MC: NY1-C413

City: Brooklyn

State: NY

Country: USA

Zip: 11245-0001

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule I

See Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY

Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 12

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized UserName _____

9. Signature:

Elaine Carrera
Signature

October 2, 2020

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Agreement”), dated as of October 1, 2020, is made by ETORCH INC., a Delaware corporation, (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 23, 2018 (as amended by that certain Amendment No. 1, dated as of June 12, 2020, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among MIMECAST LIMITED, a public company incorporated in Jersey with registration number 119119, as borrower, certain of its subsidiaries from time to time party thereto, as guarantors, the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent, the Lenders agreed to extend credit and make certain financial accommodations to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor and the Administrative Agent have entered into that certain Joinder to the Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement Joinder”);and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement Joinder, the Grantor is required to execute and deliver to the Administrative Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or Security Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Patent Collateral”):

- 2.1. all of its Patents, including those referred to on Schedule I hereto;
- 2.2. all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations of and amendments to the foregoing;
- 2.3. all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- 2.4. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.5. any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. COLLATERAL AGREEMENTS. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement Joinder. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement Joinder, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control, as applicable. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and the Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement and/or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. As used herein, "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

[Remainder of this page intentionally left blank]

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.

GRANTOR:

ETORCH INC.

By: 

Name: Robert P. Nault

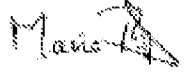
Title: Secretary

[Signature Page to U.S. Patent Security Agreement]

PATENT
REEL: 053970 FRAME: 0136

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent



By: _____

Name: MARIA RIAZ

Title: VICE PRESIDENT

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

<u>Grantor / Registered Owner</u>	<u>Patent</u>	<u>Jurisdiction</u>	<u>Application Date</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Patent Number</u>
eTorch Inc.	Client Agnostic Email Processing	US	1/11/2016	14/992,194	1/31/2017	9,559,997
eTorch Inc.	Email Privacy Enforcement	US	10/5/2016	15/285,797	6/6/2017	9,674,129
eTorch Inc.	Email Privacy Enforcement	US	8/7/2017	15/670,169	11/21/2017	9,824,332
eTorch Inc.	Method and System for Email Disambiguation	US	12/14/2016	15/378,259	1/2/2018	9,860,202
eTorch Inc.	Email Data Collection Compliance Enforcement	US	11/13/2017	15/810,695	10/9/2018	10,096,001
eTorch Inc.	Email Privacy Enforcement	US	6/7/2017	15/613,343	1/22/2019	10,187,342
eTorch Inc.	Method and System for Disambiguated Email Notifications	US	12/21/2017	15/849,806	6/18/2019	10,326,723
eTorch Inc.	Email Fraud Prevention	US	1/16/2018	15,872,078	N/A	N/A
eTorch Inc.	Client-Agnostic and Network-Agnostic Device Management	US	10/3/2018	16,150,694	N/A	N/A
eTorch Inc.	Identity-Based Messaging Security	US	12/10/2018	16,214,716	N/A	N/A
eTorch Inc.	Messaging System with Dynamic Content Delivery	US	7/29/2019	16,524,322	N/A	N/A

eTorch Inc.	Email Processing for Enhanced Email Privacy and Security	US		16,831,946	N/A	N/A
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