

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6465387

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	FAIRWARNING IP, LLC	12/01/2020
RECEIVING PARTY DATA		
Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT	
Street Address:	200 WEST STREET	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10282	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	8578500	
Patent Number:	9202189	
Patent Number:	9330134	
Patent Number:	9916468	
Patent Number:	10360399	
Application Number:	16410918	
CORRESPONDENCE DATA		
Fax Number:	(714)755-8290	
<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:	7145401235	
Email:	ipdocket@lw.com	
Correspondent Name:	LATHAM & WATKINS LLP	
Address Line 1:	650 TOWN CENTER DRIVE, SUITE 2000	
Address Line 4:	COSTA MESA, CALIFORNIA 92626	
ATTORNEY DOCKET NUMBER:	049646-0532	
NAME OF SUBMITTER:	ANNA T KWAN	
SIGNATURE:	/atk/	
DATE SIGNED:	12/22/2020	
Total Attachments: 13		

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated December 1, 2020, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Goldman Sachs Bank USA, as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to that certain (i) Credit Agreement, dated as of December 1, 2020 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), among Imprivata, Inc., a Delaware corporation (the “**Borrower**”), Imprivata Intermediate Holdings, Inc., a Delaware corporation (“**Holdings**”), each lender and financial institution from time to time party thereto and Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent, and (ii) Security Agreement, dated as of dated as of December 1, 2020 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors from time to time party thereto and the Collateral Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all patents, patent applications, utility models, statutory invention registrations and all inventions claimed or disclosed therein and all improvements thereto, including, without limitation, those set forth in Schedule A hereto;

b. all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together, in each case, with the goodwill symbolized thereby;

c. all copyrights, including without limitation, copyrights in Computer Software, internet websites and the content thereof, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

e. any and all claims for damages or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

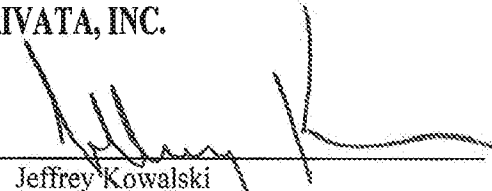
E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction. SECTION 10.15 (GOVERNING LAW; JURISDICTION), SECTION 10.16 (SERVICE OF PROCESS) AND SECTION 10.17 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

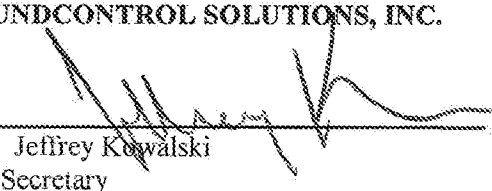
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

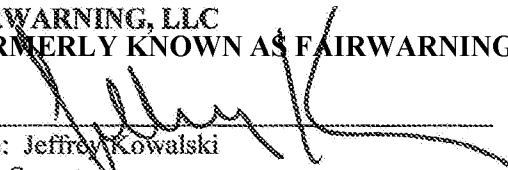
IMPRIVATA, INC.

By: 
Name: Jeffrey Kowalski
Title: Secretary

GROUNDCONTROL SOLUTIONS, INC.

By: 
Name: Jeffrey Kowalski
Title: Secretary

FAIRWARNING, LLC
(FORMERLY KNOWN AS FAIRWARNING, INC.)

By: 

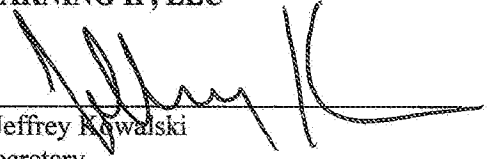
Name: Jeffrey Kowalski

Title: Secretary

[Signature Page to IP Security Agreement]

PATENT
REEL: 054733 FRAME: 0158

FAIRWARNING IP, LLC

By: 

Name: Jeffrey Kowalski

Title: Secretary

GOLDMAN SACHS BANK USA, as Collateral Agent

By:

A handwritten signature in black ink, appearing to read 'T. Manning', written over a horizontal line.

Name: Thomas Manning

Title: Authorized Signatory

Schedule A

Patents

Registered Patents:

Owner	Title	Country	Patent No.	Issue Date
FAIRWARNING IP, LLC	SYSTEM AND METHOD OF FRAUD AND MISUSE DETECTION	U.S.	8,578,500	05-NOV-2013
FAIRWARNING IP, LLC	SYSTEM AND METHOD OF FRAUD AND MISUSE DETECTION USING EVENT LOGS	U.S.	9,202,189	01-DEC-2015
FAIRWARNING IP, LLC	USER IDENTITY MAPPING SYSTEM AND METHOD OF USE	U.S.	9,330,134	03-MAY-2016
FAIRWARNING IP, LLC	SYSTEM AND METHOD FOR DETECTING FRAUD AND MISUSE OF PROTECTED DATA BY AN AUTHORIZED USER USING EVENT LOGS	U.S.	9,916,468	13-MAR-2018
FAIRWARNING IP, LLC	SYSTEM AND METHOD FOR DETECTING FRAUD AND MISUSE OF PROTECTED DATA BY AN AUTHORIZED USER USING EVENT LOGS	U.S.	10,360,399	23-JUL-2019
GROUNDCONTROL SOLUTIONS, INC.	SYSTEM FOR CLOUD-MANAGED MOBILE DEVICE ADMINISTRATION	U.S.	9705738	2017-JUL-11
IMPRIVATA, INC.	BIOMETRIC AUTHENTICATION WITH SECURITY AGAINST EAVESDROPPING	U.S.	7398549	2008-JUL-08
IMPRIVATA, INC.	BIOMETRIC AUTHENTICATION FOR REMOTE INITIATION OF ACTIONS AND SERVICES	U.S.	7356705	2008-APR-08
IMPRIVATA, INC.	SYSTEM AND METHOD FOR AUDIT TRACKING	U.S.	7941849	2011-MAY-10
IMPRIVATA, INC.	SYSTEM AND METHOD FOR AUTOMATED LOGIN	U.S.	7660880	2010-FEB-09
IMPRIVATA, INC.	SYSTEM AND METHOD FOR AUTHENTICATING USERS IN A COMPUTER NETWORK	U.S.	8171288	2012-MAY-01
IMPRIVATA, INC.	METHODS AND SYSTEMS FOR PROVIDING RESPONSES TO SOFTWARE COMMANDS	U.S.	7950021	2011-MAY-24

Owner	Title	Country	Patent No.	Issue Date
IMPRIVATA, INC.	SYSTEM AND METHOD FOR CAPTURING ER ACTIONS WITHIN ELECTRONIC WORKFLOW TEMPLATES	U.S.	8117549	2012-FEB-14
IMPRIVATA, INC.	SYSTEMS AND METHODS FOR MULTI-FACTOR AUTHENTICATION	U.S.	9118656	2015-AUG-25
IMPRIVATA, INC.	SYSTEM AND METHOD FOR IDENTITY CONSOLIDATION	U.S.	8327421	2012-DEC-04
IMPRIVATA, INC.	APPARAT AND METHOD FOR UTILIZING BIOMETRICS IN MEDICAL APPLICATIONS	U.S.	7593549	2009-SEP-22
IMPRIVATA, INC.	GESTURE-BASED COMMUNICATION AND REPORTING SYSTEM	U.S.	8335694	2012-DEC-18
IMPRIVATA, INC.	BIOMETRIC AUTHENTICATION FOR REMOTE INITIATION OF ACTIONS AND SERVICES	U.S.	8220063	2012-JUL-10
IMPRIVATA, INC.	SYSTEMS AND METHODS FOR OPERATOR DETECTION	U.S.	8538072	2013-SEP-17
IMPRIVATA, INC.	SYSTEM AND METHOD FOR DATA AND REQUEST FILTERING	U.S.	8839456	2014-SEP-16
IMPRIVATA, INC.	SECURE AUTHENTICATION ING ONE-TIME PASSWORDS	U.S.	8683562	2014-MAR-25
IMPRIVATA, INC.	LOW-LIGHT FACE DETECTION	U.S.	8792679	2014-JUL-29
IMPRIVATA, INC.	SECURE AUTHENTICATION ING MOBILE DEVICE	U.S.	8973091	2015-MAR-03
IMPRIVATA, INC.	QUORUM-BASED SECURE AUTHENTICATION	U.S.	9572029	2017-FEB-14
IMPRIVATA, INC.	ACTIVE PRESENCE DETECTION WITH DEPTH SENSING	U.S.	10002297	2018-JUN-19
IMPRIVATA, INC.	SECURE ACCESS SUPERSESSION ON SHARED WORKSTATIONS	U.S.	9251354	2016-FEB-02
IMPRIVATA, INC.	SECURE, NON-DISRUPTIVE FIRMWARE UPDATING	U.S.	9189225	2015-NOV-17
IMPRIVATA, INC.	SECURE CONTENT SHARING	U.S.	9525692	2016-DEC-20
IMPRIVATA, INC.	SYSTEM AND METHOD FOR DATA AND REQUEST FILTERING	U.S.	10505930	2019-DEC-10

Owner	Title	Country	Patent No.	Issue Date
IMPRIVATA, INC.	COORDINATING COMMUNICATIONS AMONG HEALTHCARE PROVIDERS	U.S.	10332625	2019-JUN-25
IMPRIVATA, INC.	SECURE, NON-DISRUPTIVE FIRMWARE UPDATING	U.S.	9749335	2017-AUG-29
IMPRIVATA, INC.	PERSONAL DEVICE NETWORK FOR ER IDENTIFICATION AND AUTHENTICATION	U.S.	10333980	2019-JUN-25
IMPRIVATA, INC.	LOCATION-BASED HEALTHCARE COLLABORATION, DATA MANAGEMENT AND ACCESS CONTROL	U.S.	9846525	2017-DEC-19
IMPRIVATA, INC.	CROWDSOURCED DETERMINATION OF MOVABLE DEVICE LOCATION	U.S.	9952744	2018-APR-24
IMPRIVATA, INC.	LOCATION-BASED ANTICIPATORY RESOURCE PROVISIONING	U.S.	10216366	2019-FEB-26
IMPRIVATA, INC.	STRONG AUTHENTICATION VIA DISTRIBUTED STATIONS	U.S.	10078425	2018-SEP-18
IMPRIVATA, INC.	SECURE CONTENT SHARING	U.S.	10061929	2018-AUG-28
IMPRIVATA, INC.	QUORUM-BASED SECURE AUTHENTICATION	U.S.	10542430	2020-JAN-21
IMPRIVATA, INC.	SECURE, NON-DISRUPTIVE FIRMWARE UPDATING	U.S.	10187396	2019-JAN-22
IMPRIVATA, INC.	LOCATION-BASED HEALTHCARE COLLABORATION, DATA MANAGEMENT AND ACCESS CONTROL	U.S.	10606451	2020-MAR-31
IMPRIVATA, INC.	STRONG AUTHENTICATION VIA DISTRIBUTED STATIONS	U.S.	10642452	2020-MAY-05
IMPRIVATA, INC.	LOCATION-BASED ANTICIPATORY RESOURCE PROVISIONING	U.S.	10656796	2020-MAY-19

Patent Applications:

Owner	Title	Country	Application No.	Filing Date:
FAIRWARNING IP, LLC	SYSTEM AND METHOD FOR DETECTING FRAUD AND MISUSE OF PROTECTED DATA BY AN AUTHORIZED USER USING EVENT LOGS	U.S.	16/410,918	13-MAY-2019
IMPRIVATA, INC.	LOCATION-BASED HEALTHCARE COLLABORATION, DATA MANAGEMENT AND ACCESS CONTROL	U.S.	14/945,632	2015-NOV-19
IMPRIVATA, INC.	ACTIVE PRESENCE DETECTION WITH DEPTH SENSING	U.S.	15/836,238	2017-DEC-08
IMPRIVATA, INC.	LOCATION-BASED RESOURCE MANAGEMENT	U.S.	15/843,460	2017-DEC-15
IMPRIVATA, INC.	SECURE, NON-DISRUPTIVE FIRMWARE UPDATING	U.S.	16/217,855	2018-DEC-12
IMPRIVATA, INC.	COORDINATING COMMUNICATIONS AMONG HEALTHCARE PROVIDERS	U.S.	16/408,797	2019-MAY-10
[IMPRIVATA, INC.] ¹	DEVICE-AGNOSTIC ER AUTHENTICATION AND TOKEN PROVISIONING	U.S.	15/679,343	2017-AUG-17
IMPRIVATA, INC.	LOCATION-BASED ANTICIPATORY RESOURCE PROVISIONING	U.S.	16/846,759	2020-APR-13
IMPRIVATA, INC.	LOCATION-BASED HEALTHCARE COLLABORATION, DATA MANAGEMENT AND ACCESS CONTROL	U.S.	16/797,535	2020-FEB-21
IMPRIVATA, INC.	QUORUM-BASED SECURE AUTHENTICATION	U.S.	16/713,907	2019-DEC-13
IMPRIVATA, INC.	PERSONAL DEVICE NETWORK FOR USER IDENTIFICATION AND AUTHENTICATION	U.S.	16/408,796	2019-MAY-10
IMPRIVATA, INC.	STRONG AUTHENTICATION VIA DISTRIBUTED STATIONS	U.S.	16/834,117	2020-MAR-30
IMPRIVATA, INC.	SECURE CONTENT SHARING	U.S.	16/051,967	2018-AUG-1

¹ Inventor Assignment to be updated.

Owner	Title	Country	Application No.	Filing Date:
IMPRIVATA, INC.	DELAYED AND PROVISIONAL USER AUTHENTICATION FOR MEDICAL DEVICES	U.S.	16/414,943	2019-MAY-17
IMPRIVATA, INC.	LOCATION-BASED ANTICIPATORY RESOURCE PROVISIONING	U.S.	17/089,982	2020-NOV-5

Schedule B

Trademarks

Registered Trademarks:

Owner	Mark	Country	Registration No.	Registration Date
FAIRWARNING IP, LLC	FAIRWARNING	U.S.	3366695	08-JAN-2008
FAIRWARNING IP, LLC	FAIRWARNING READY	U.S.	4578562	05-AUG-2014
FAIRWARNING IP, LLC	PATIENT PRIVACY INTELLIGENCE	U.S.	5313927	17-OCT-2017
FAIRWARNING IP, LLC	TRUST BUT VERIFY	U.S.	3371855	22-JAN-2008
GROUNDCONTROL SOLUTIONS, INC.	GROUNDCONTROL	U.S.	4969421	31-MAY-2016
GROUNDCONTROL SOLUTIONS, INC.	GROUNDCONTROL	U.S.	4969422	31-MAY-2016
IMPRIVATA, INC.	IMPRIVATA IDENTITY GOVERNANCE	U.S.	5848847	03-SEP-2019
IMPRIVATA, INC.	IMPRIVATA PATIENTSECURE	U.S.	5239679	11-JUL-2017
IMPRIVATA, INC.	IMPRIVATA CONFIRM ID	U.S.	4852272	10-NOV-2015
IMPRIVATA, INC.	IMPRIVATA HEALTHCON	U.S.	4620888	14-OCT-2014
IMPRIVATA, INC.	ENABLING HEALTHCARE. SECURELY.	U.S.	4378775	06-AUG-2013
IMPRIVATA, INC.	IMPRIVATA CORTEXT	U.S.	4601936	09-SEP-2014
IMPRIVATA, INC.	CORTEXT	U.S.	4325686	23-APR-2013
IMPRIVATA, INC.	ONESIGN ANYWHERE	U.S.	4075295	20-DEC-2011
IMPRIVATA, INC.	ONESIGN SECURE WALK-AWAY	U.S.	3815524	06-JUL-2010
IMPRIVATA, INC.	NO CLICK ACCESS	U.S.	4265965	25-DEC-2012
IMPRIVATA, INC.	PATIENTSECURE	U.S.	3616739	05-MAY-2009
IMPRIVATA, INC.	ONESIGN	U.S.	2777653	28-OCT-2003
IMPRIVATA, INC.	IMPRIVATA	U.S.	2888235	28-SEP-2004
IMPRIVATA, INC.	IMPRIVATA	U.S.	2783822	18-NOV-2003

Schedule C

Copyrights

Registered Copyrights:

Owner	Copyright	Registration No.	Date
FAIRWARNING, INC.	THE FAIRWARNING PATIENT PRIVACY FRAMEWORK FOR BREACH DETECTION AND PREVENTION.	TX0007306183	03-JUN-2010