# PATENT ASSIGNMENT COVER SHEET

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|---|---|
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT |

**CONVEYING PARTY DATA**

| Name | Execution Date |
|---|---|
| BEHAVIOSEC INC. | 02/26/2021 |

**RECEIVING PARTY DATA**

| | |
|---|---|
| Name: | SILICON VALLEY BANK |
| Street Address: | 3003 TASMAN DRIVE |
| City: | SANTA CLARA |
| State/Country: | CALIFORNIA |
| Postal Code: | 95054 |

**PROPERTY NUMBERS Total: 24**

| Property Type | Number |
|---|---|
| Patent Number: | 8443443 |
| Patent Number: | 9305260 |
| Patent Number: | 9298912 |
| Patent Number: | 9122390 |
| Patent Number: | 9301140 |
| Patent Number: | 9531710 |
| Patent Number: | 9529987 |
| Patent Number: | 10068088 |
| Patent Number: | 9542541 |
| Patent Number: | 10075437 |
| Patent Number: | 9935953 |
| Patent Number: | 10068076 |
| Patent Number: | 10440019 |
| Patent Number: | 10657234 |
| Patent Number: | 10437971 |
| Patent Number: | 10650163 |
| Patent Number: | 10630718 |
| Patent Number: | 10848309 |
| Application Number: | 16200740 |
| Application Number: | 16246974 |

| Property Type | Number |
|---|---|
| Application Number: | 16377463 |
| Application Number: | 62884773 |
| Application Number: | 16599161 |
| Application Number: | 16710002 |

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** | 800-494-5225 |
| **Email:** | ipteam@cogencyglobal.com |
| **Correspondent Name:** | STEWART WALSH |
| **Address Line 1:** | 1025 VERMONT AVE NW, SUITE 1130 |
| **Address Line 2:** | COGENCY GLOBAL INC. |
| **Address Line 4:** | WASHINGTON, D.C. 20005 |

| | |
|---|---|
| **ATTORNEY DOCKET NUMBER:** | 1334607 PAT |
| **NAME OF SUBMITTER:** | ANDREW NASH |
| **SIGNATURE:** | /ANDREW NASH/ |
| **DATE SIGNED:** | 03/01/2021 |

**Total Attachments: 9**

source=SVB_BehavioSec_-_IP_Security_Agreement_(2.2021)#page1.tif
source=SVB_BehavioSec_-_IP_Security_Agreement_(2.2021)#page2.tif
source=SVB_BehavioSec_-_IP_Security_Agreement_(2.2021)#page3.tif
source=SVB_BehavioSec_-_IP_Security_Agreement_(2.2021)#page4.tif
source=SVB_BehavioSec_-_IP_Security_Agreement_(2.2021)#page5.tif
source=SVB_BehavioSec_-_IP_Security_Agreement_(2.2021)#page6.tif
source=SVB_BehavioSec_-_IP_Security_Agreement_(2.2021)#page7.tif
source=SVB_BehavioSec_-_IP_Security_Agreement_(2.2021)#page8.tif
source=SVB_BehavioSec_-_IP_Security_Agreement_(2.2021)#page9.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of February 26, 2021 by and between **SILICON VALLEY BANK**, a California corporation ("Bank"), and **BEHAVIOSEC INC.**, a Delaware corporation ("Grantor").

### RECITALS

A.      Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor, a Delaware corporation, dated as of February 26, 2021 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B.      Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1.      <u>Grant of Security Interest</u>. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a)      Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on <u>Exhibit A</u> attached hereto (collectively, the "Copyrights");

(b)      Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c)      Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d)      All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on <u>Exhibit B</u> attached hereto (collectively, the "Patents");

1

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This 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 Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

**PATENT**
**REEL: 055442 FRAME: 0892**

laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

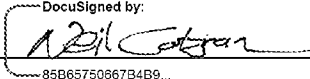*[Balance of Page Intentionally Left Blank]*

WEST\292434990.4

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

BehavioSec Inc.
535 Mission Street, 14th Floor
San Francisco, CA 94105
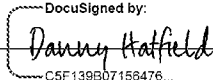
**BEHAVIOSEC INC.**

By: _____

Name:  Neil Costigan

Title:  Chief Executive Officer

BANK:

Address:

Silicon Valley Bank
505 Howard Street, Floor 3
San Francisco, CA 94105

**SILICON VALLEY BANK**

By: _____

Name:  Danny Hatfield

Title:  Vice President

*[Signature Page to Intellectual Property Security Agreement]*

WEST\292434990.4

**PATENT
REEL: 055442 FRAME: 0894**

## EXHIBIT A

Copyrights

| Description | Registration/ Application Number | Registration/ Application Date |
|---|---|---|
| None | | |

EXHIBIT B

Patents

| Description | Registration | Grant date |
|---|---|---|
| Detecting whether a current user is or is not authorized, based on continuous behavioral analytics and using a buffer | US8443443B2 | 2013-05-14 |
| Using predetermined behavioral models, continuously monitoring and storing data in a buffer (5 patents: in Germany, UK, Ireland, Switzerland and Sweden) | EP2069993B1 | |
| Using human swipe input sequence behavior, limited to pinpad | US9305260B2 | 2016-04-01 |
| calculate confidence using behavior when swiping, use for finding fraud/challenging user to authenticate | US9298912B1 | 2016-03-01 |
| using an overlay over a touch screen to capture fine-grained events | US9122390B2 | 2015-10-01 |
| a method of authenticating a user of a mobile device through behavior monitoring, triggering a security test | US9301140B1 | 2016-03-01 |
| combining biometric multiple fingerprints/motion and behavioral authentication | US9531710 B2 | 2016-12-01 |
| spouse detection, "using a behavior server for authentication of multiple users based on their behavior" | US9529987B2 | 2017-01-01 |
| bot finding via unconscious behavior (Gaussian etc) | US10068088B2 | 2018-09-04 |
| distinguishing between users (or bot) using human swipe input | US9542541B1 | 2017-01-10 |
| using a behavioral server with FIDO | US10075437B1 | 2018-09-11 |
| same as 010 but more detailed and specific to FIDO language | US9935953B1 | 2018-04-03 |
| multiple users, identifying and restrict access, contacting first user | US10068076B1 | 2018-09-04 |
| comparing one user to two user profiles (shared account) | US10440019B2 | 2019-10-08 |
| Method, computer program, and system to realize and guard over a secure input routine based on their behavior | US10657234B2 | 2020-05-19 |
| Secure authentication of a user of a device during a session with a connected server | US10437971B2 | 2019-10-08 |
| port scanning at a user device but requires that after detection of a port being in use, continuing scanning and report availability after a time has passed | US16200740 | 2019-11-21 |
| Collaborate fraud prevention | US16246,974 | |

WEST\292434990.4

**PATENT**
**REEL: 055442 FRAME: 0896**

| Description | Registration | Grant date |
|---|---|---|
| Continuous auth in a trusted computing environment, | Combined with BHV024 | |
| Adjusting biometric detection thresholds based on recorded behavior | US16377463 | |
| bot detection, determining if they are authorized or not | US10650163B2 | 2020-05-12 |
| Radar-based behaviometric user authentication | US62884773 | |
| Continuous authentication based on motion input data | US16599161 | |
| Device and method for identifying a coached fraudulent transaction | US16710002 | |
| port scanning at a user device based on behavior (continuation to BHV018) | US10630718B2 | 2020-05-12 |
| FIDO authentication with behavior report to maintain secure data connection | US10848309 | 2020-11-24 |

WEST\292434990.4

**PATENT**
**REEL: 055442 FRAME: 0897**

EXHIBIT C

Trademarks

| Description | Registration/ Application Number | Registration/ Application Date |
|---|---|---|
| BEHAVIOSEC | 5510604 | 7/10/2018 |
| | | |

WEST\292434990.4

**PATENT**
**REEL: 055442 FRAME: 0898**

<u>EXHIBIT D</u>

Mask Works

| <u>Description</u> | <u>Registration/<br>Application<br>Number</u> | <u>Registration/<br>Application<br>Date</u> |
| --- | --- | --- |
| None | | |

**PATENT**