

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6601117

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SOPHOS LIMITED	03/11/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT	
<b>Street Address:</b>	200 WEST STREET	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10282	
<b>PROPERTY NUMBERS Total: 11</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	16254462	
Application Number:	16263264	
Application Number:	16437999	
Application Number:	16438045	
Application Number:	16811397	
Application Number:	16848806	
Application Number:	16853803	
Application Number:	16870376	
Application Number:	16872950	
Application Number:	16896676	
Application Number:	17039350	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(212)751-4864	
<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>		
<b>Phone:</b>	2129061209	
<b>Email:</b>	JESSICA.BAJADA-SILVA@LW.COM	
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP, C/O JESSICA BAJADA-SILVA	
<b>Address Line 1:</b>	885 THIRD AVENUE	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022	

<b>NAME OF SUBMITTER:</b>	JESSICA BAJADA-SILVA
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Silva
<b>DATE SIGNED:</b>	03/15/2021
<b>Total Attachments: 6</b> source=Sophos - First Lien - Patent Security Agreement (Executed) (3-11-2021)_(75410542_1) (121798108.1)#page1.tif source=Sophos - First Lien - Patent Security Agreement (Executed) (3-11-2021)_(75410542_1) (121798108.1)#page2.tif source=Sophos - First Lien - Patent Security Agreement (Executed) (3-11-2021)_(75410542_1) (121798108.1)#page3.tif source=Sophos - First Lien - Patent Security Agreement (Executed) (3-11-2021)_(75410542_1) (121798108.1)#page4.tif source=Sophos - First Lien - Patent Security Agreement (Executed) (3-11-2021)_(75410542_1) (121798108.1)#page5.tif source=Sophos - First Lien - Patent Security Agreement (Executed) (3-11-2021)_(75410542_1) (121798108.1)#page6.tif	

## PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”), dated as of March 11, 2021, is made by the Person listed on the signature page hereof (the “**Grantor**”) in favor of Goldman Sachs Bank USA, acting through one or more of its branches or any Affiliate thereof (“**Goldman**”), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement, the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Sophos Intermediate II Limited, formerly known as Surf Intermediate II Limited, a private limited liability company incorporated under the laws of England & Wales with registered number 12250191 (“**Intermediate Holdings**”), Sophos Holdings, LLC, formerly known as Surf Holdings, LLC, a Delaware limited liability company (the “**U.S. Borrower**”), Sophos Holdings S.à r.l., formerly known as Surf Holdings S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg (the “**Lux Borrower**” and, together with the U.S. Borrower, each, a “**Borrower**”), each other Borrower from time to time party thereto, Sophos Intermediate I Limited, formerly known as Surf Intermediate I Limited, a private limited liability company incorporated under the laws of England & Wales with registered number 12249998 (“**Holdings**”), Sophos Services Limited, formerly known as Surf Buyer Limited, a private limited liability company incorporated under the laws of England & Wales with registered number 12250503 (“**Bidco**”), each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”), and Goldman, as administrative agent and Collateral Agent, entered into that certain Senior Secured First Lien Credit Agreement, dated as of March 5, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).

WHEREAS, the Grantor is party to that certain First Lien Security Agreement, dated as of March 5, 2020 made by the grantors party thereto from time to time to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Unless otherwise defined herein, or the context otherwise requires, terms used in this IP Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor’s

right, title and interest in and to the following, except for any Excluded Property (the “*Collateral*”), whether now existing or hereafter arising or acquired from time to time:

(i) all Patents and Patent applications, including those set forth in Schedule A hereto;

(ii) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(iii) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

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

(v) 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 or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this IP Security Agreement.

SECTION 5. 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. The words “execution,” “signed,” “signature,” and words of like import in this IP Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The 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 or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 7. Governing Law, Jurisdiction, Etc.; Waiver of Jury Trial. Sections 10.16 (*Governing Law; Jurisdiction; Etc.*) and 10.17 (*Waiver of Jury Trial*) of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

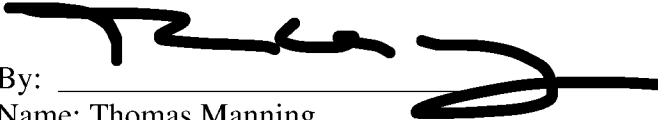
*[Signature page to follow]*

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

SOPHOS LIMITED

By   
Name: Stuart Fillingham  
Title: Director

GOLDMAN SACHS BANK USA,  
as Collateral Agent

By:   
Name: Thomas Manning  
Title: Authorized Signatory

Schedule A

<u>Record Owner</u>	<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
Sophos Limited	DETECTING OBFUSCATED MALWARE VARIANTS	16/254,462	01/22/2019		
Sophos Limited	METHODS AND APPARATUS FOR USING MACHINE LEARNING TO DETECT POTENTIALLY MALICIOUS OBFUSCATED SCRIPTS	16/263,264	01/31/2019		
Sophos Limited	EARLY BOOT DRIVER FOR START-UP DETECTION OF MALICIOUS CODE	16/437,999	06/11/2019		
Sophos Limited	EARLY BOOT DRIVER FOR START-UP DETECTION OF MALICIOUS CODE	16/438,045	06/11/2019		
Sophos Limited	USING REPUTATION TO AVOID FALSE MALWARE DETECTIONS	16/811,397	03/06/2020		
Sophos Limited	ENDPOINT-CONTROLLED ROGUE AP AVOIDANCE + ROGUE AP DETECTION USING SYNCHRONIZED SECURITY	16/848,806	04/14/2020		
Sophos Limited	METHODS AND APPARATUS FOR USING MACHINE LEARNING ON MULTIPLE FILE FRAGMENTS TO IDENTIFY MALWARE	16/853,803	04/21/2020		
Sophos Limited	ATTRIBUTE RELEVANCE TAGGING IN MALWARE RECOGNITION	16/870,376	05/08/2020		
Sophos Limited	INTRUSION DETECTION USING A HEARTBEAT	16/872,950	05/12/2020		
Sophos Limited	ENTERPRISE NETWORK THREAT DETECTION	16/896,676	06/09/2020		
Sophos Limited	TRACKING MALICIOUS SOFTWARE MOVEMENT WITH AN EVENT GRAPH	17/039,350	09/30/2020		