

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6670248

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
SECURLY, INC.		04/22/2021
RECEIVING PARTY DATA		
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC	
Street Address:	311 SOUTH WACKER DRIVE, SUITE 6400	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
Patent Number:	9602467	
Patent Number:	10609078	
Patent Number:	10826871	
Patent Number:	10911410	
Application Number:	16799726	
Application Number:	16836839	
Application Number:	16836845	
Application Number:	16414728	
CORRESPONDENCE DATA		
Fax Number:		
<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:	2123186532	
Email:	alanagramer@paulhastings.com	
Correspondent Name:	ALANA GRAMER	
Address Line 1:	200 PARK AVENUE	
Address Line 2:	C/O PAUL HASTINGS LLP	
Address Line 4:	NEW YORK, NEW YORK 10166	
NAME OF SUBMITTER:	ALANA GRAMER	
SIGNATURE:	/s/ Alana Gramer	
DATE SIGNED:	04/22/2021	

PATENT

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”) dated April 22, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC (“Monroe”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, GANESH MERGER SUB, INC., a Delaware corporation (“Merger Sub” or the “Initial Borrower”), whose rights and obligations thereunder will, immediately following the consummation of the Acquisition, be assigned to and assumed by SECURLY, INC., a Delaware corporation (the “Company” and, upon and immediately following the consummation of the Acquisition, the “Borrower”), GANESH INTERMEDIATE, INC., a Delaware corporation (“Holdings”), Monroe as Administrative Agent and Collateral Agent, each Lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and the Swing Line Lenders and the L/C Issuers party thereto have entered into the Credit Agreement dated as of April 22, 2021 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the Swing Line Lenders to make Swing Line Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the Swing Line Lenders to make Swing Line Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

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 as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Patent Collateral”):

all issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto, including all reissues, continuations, divisionals, continuations-in-part, reexaminations, or extensions thereof

and including (i) all income, fees, royalties, damages, and payment now and hereafter due and/or payable with respect to any of the foregoing, and (ii) rights to sue for past, present, and future infringement, misappropriation, or other violations of any of the foregoing.

Execution Version

SECTION 2. Security for Obligations. The grant of a security interest in the Patent Collateral by each Grantor under this Patent Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Patent Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Patent Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Patent 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.

SECTION 5. Grants, Rights and Remedies. This Patent 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 Patent 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 Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Patent Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

SECURLY, INC.,

a Delaware corporation,

upon and immediately following the consummation of the Acquisition,

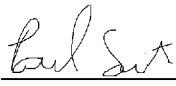
as Grantor

By: 

Name: Bharath Madhusudan

Title: Chief Executive Officer

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC,**
as Collateral Agent

By: 

Name: Paul Seitz

Title: Director

SCHEDULE A

United States Patents and Patent Applications

Registered owner/ Grantor	Patent Title	Patent No. or Application No.
SECURLY, INC.	Web filtering with integrated parental management and reporting	9,602,467
SECURLY, INC.	Web filtering system and method	10,609,078
SECURLY, INC.	Managed network content monitoring and filtering system and method	10,826,871
SECURLY, INC.	Managed network content monitoring and filtering system and method	10,911,410
SECURLY, INC.	Web filtering system and method	16/799,726
SECURLY, INC.	Managed network content monitoring and filtering system and method	16/836,839
SECURLY, INC.	Managed network content monitoring and filtering system and method	16/836,845
SECURLY, INC.	Managed network content monitoring and filtering system and method	16/414,728