

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT6752276

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EGRESS SOFTWARE TECHNOLOGIES IP LIMITED	06/02/2021
RECEIVING PARTY DATA	
Name:	CANADIAN IMPERIAL BANK OF COMMERCE
Street Address:	199 BAY ST
Internal Address:	4TH FLOOR
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5L 1A2
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	RE45047
Patent Number:	RE45046
Application Number:	16395607
Application Number:	17116345
Patent Number:	10911417
Application Number:	16749580
Application Number:	16749606
Application Number:	17036029
CORRESPONDENCE DATA	
Fax Number:	(312)876-7934
<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:	3128768000
Email:	angelica.pogson@dentons.com
Correspondent Name:	DENTONS US LLP
Address Line 1:	P.O. BOX #061080
Address Line 2:	WACKER DRIVE STATION, WILLIS TOWER
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	15801040-000012
NAME OF SUBMITTER:	SAMUEL FIFER

PATENT

SIGNATURE:	/Samuel Fifer/
DATE SIGNED:	06/09/2021
Total Attachments: 8 source=IP Security Agreement (Signed and Dated)(78535431_1)#page1.tif source=IP Security Agreement (Signed and Dated)(78535431_1)#page2.tif source=IP Security Agreement (Signed and Dated)(78535431_1)#page3.tif source=IP Security Agreement (Signed and Dated)(78535431_1)#page4.tif source=IP Security Agreement (Signed and Dated)(78535431_1)#page5.tif source=IP Security Agreement (Signed and Dated)(78535431_1)#page6.tif source=IP Security Agreement (Signed and Dated)(78535431_1)#page7.tif source=IP Security Agreement (Signed and Dated)(78535431_1)#page8.tif	

EXECUTION COPY**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of 2 June 2021 between **CANADIAN IMPERIAL BANK OF COMMERCE** (“**Lender**” or “**Secured Party**”) and **EGRESS SOFTWARE TECHNOLOGIES IP LIMITED**, a company incorporated in England and Wales (“**Grantor**”).

RECITALS

A. Lender and Grantor, among others, are entering into that certain Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”).

B. The Obligations are secured by Transaction Security including, without limitation, over all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

AGREEMENT

1. To secure the Obligations, Grantor hereby grants the Secured Party a security interest in all of Grantor’s right, title and interest in its Intellectual Property (as defined below). Grantor hereby confirms that the attached exhibit of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibit A, is complete and accurate as of the date hereof.

2. Grantor hereby authorizes the Secured Party to (a) modify this Agreement unilaterally by amending Exhibit A to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

3. In this Agreement, defined terms used herein have the meaning given to them in the Loan Agreement. In this Agreement:

“**Copyrights**” means any and all United States copyrights and copyright registrations, including (a) the copyright registrations and recordings thereof and all applications in connection therewith listed on Exhibit A, (b) all restorations, reversions, extensions or renewals thereof, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof and (e) all of Grantor’s rights corresponding thereto throughout the United States.

“**Insolvency Proceedings**” means any of the events described in Clauses 24.6 (*Insolvency*) to 24.8 (*Creditors’ Process*) (inclusive) of the Loan Agreement.

“**Intellectual Property**” means any and all United States Intellectual Property Licenses, Patents, Copyrights, Trademarks, the goodwill associated with such Trademarks, trade secrets and customer

lists, and includes, for the avoidance of doubt, any and all intellectual property, whether recorded or not and regardless of form or method of recording, including all works in which copyright subsists or may subsist (such as computer software), data bases (whether or not protected by copyright), designs, documentation, manuals, specifications, industrial designs, trade secrets, confidential information, ideas, concepts, know-how, trademarks, service marks, trade names, domain names, discoveries, inventions, formulae, recipes, product formulations, processes and processing methods, technology and techniques, improvements and modifications, integrated circuit topographies and mask works.

“Intellectual Property Licenses” means rights under or interests in any Patent, Trademark, Copyright or other Intellectual Property, including software license agreements with any other party where Grantor is or becomes the licensor under the license agreement.

“Obligations” means all of the Obligors’ obligations to pay any amounts when due, any debts, principal, interest, fees, expenses and other amounts the Obligors owe to Lender thereof now or later, whether under this Agreement, the other Finance Documents, or otherwise, including interest accruing after Insolvency Proceedings begin (whether or not allowed) and debts, liabilities, or obligations of the Obligors assigned to Lender, and to perform the Obligors’ duties under the Finance Documents.

“Patents” means United States patents and patent applications, including, (a) the patents and patent applications listed on Exhibit A, (b) all renewals, continuations, divisionals, continuations-in-part, reissues and re-examinations thereof, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all of Grantor’s rights corresponding thereto throughout the United States.

“Trademarks” means any and all United States trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (b) all extensions, modifications and renewals thereof, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (d) the right to sue for past, present and future infringements and dilutions thereof, (e) the goodwill of Grantor’s business symbolized by the foregoing or connected therewith and (f) all of Grantor’s rights corresponding thereto throughout the United States.

4. In addition to the covenants and restrictions contained in the Loan Agreement, as long as any of the Obligations remain unpaid, Grantor shall:

- (a) keep its Intellectual Property free of all security interests or other encumbrances, except the security interest created hereby;
- (b) notify the Secured Party promptly in writing of any change in the Grantor’s address after the date of this Agreement;
- (c) pay all taxes, assessments and other charges of every nature which may be levied or assessed against the Intellectual Property;

(d) not, and shall not attempt to transfer, sell, convey, encumber, or otherwise dispose of any of the Intellectual Property or any interest therein and shall not create, assume, or permit to exist any new security interest, pledge, lien, charge, or other encumbrance in favor of any individual or entity (other than Secured Party) in, on, or to any of the Intellectual Property or the proceeds thereof. Nothing in the foregoing prevents any Intellectual Property lapsing, where the Grantor determines (acting reasonably), that such Intellectual Property may lapse;

(e) not, and shall not attempt to use, sell, convey, encumber, or otherwise dispose of any of the Intellectual Property other than in the ordinary course of business, on market terms; and

(f) not change its name in any manner which might make any financing or continuation statement filed hereunder seriously misleading within the meaning of Section 9-507 of the UCC (or any other then-applicable provision of the UCC), unless the Grantor shall have given the Secured Party at least thirty (30) days prior written notice thereof.

5. [reserved]

6. Remedies.

(a) At any time on or after an Event of Default and while it is continuing, the Secured Party, in addition to other rights and remedies provided for in this Agreement or in the Loan Agreement or otherwise available to the Secured Party, may sell the portion of the Intellectual Property necessary to realize proceeds sufficient to satisfy the entire balance of the Obligations and may exercise in respect of the Intellectual Property, all the rights and remedies of a secured party on default under the UCC (including the provisions of the New York UCC with respect to acceptance of collateral in satisfaction of the obligation), and the Secured Party may also, with notice to the Grantor as specified below, sell the Intellectual Property or any part thereof in one or more parcels at public or private sale, at any of the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, but only upon commercially reasonable terms. Grantor agrees that at least twenty (20) Business Days' notice to it of the time and place of any public sale or any private sale shall constitute reasonable notification; provided, however, that the Secured Party shall provide, with the notice of the time, place and date of the private sale, the proposed terms of such private sale, and the Grantor shall have the absolute right, but not the obligation, to match such terms at or before the private sale, in which event the Grantor shall be entitled to purchase the Intellectual Property upon such terms. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Any cash held by the Secured Party as part of the Intellectual Property and all cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Intellectual Property shall be held by the Secured Party as collateral for, and then applied by the Secured Party in accordance with the Loan Agreement.

7. Grantor represents and warrants to the Secured Party that:

- (a) It is the legal and beneficial owner of all of its Intellectual Property, free and clear of all liens except for the security interest granted to Secured Party pursuant to this Agreement and so long as the Obligations remain outstanding, such Grantor is and will be the sole legal and beneficial owner of such Intellectual Property, free and clear of all liens;
- (b) Upon completion of the necessary state and federal public filings notifying of the security interests in the Intellectual Property granted by the Grantor to the Secured Party, this Agreement shall create a valid first lien upon and perfected first-priority security interest in such Intellectual Property and the proceeds thereof;
- (c) The Grantor has the power to execute and deliver this Agreement, to perform all of its obligations hereunder and to subject the Intellectual Property to the security interest created hereby; and
- (d) No authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required (i) for the Grantor's granting of the security interest created hereby, (ii) for the execution, delivery or performance of this Agreement by the Grantor or (iii) for the exercise by the Secured Party of the rights provided for in this Agreement or the remedies in respect of the Intellectual Property pursuant to this Agreement.

8. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Counterparts of this Agreement may be delivered by facsimile or Parties by .pdf or facsimile transmission or other electronic means (including electronic signature system providers such as DocuSign, Inc.), any such .pdf, facsimile or other electronic transmission to be treated for all purposes as an original. The words "execution," "signed," "signature," and words of like import in this 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.

9. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

10. This Agreement is a Transaction Security Document.

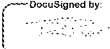
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

GRANTOR:

**EGRESS SOFTWARE TECHNOLOGIES IP
LIMITED**

a company incorporated in England and Wales

By: 
Name: Anthony Pepper
Title: Director

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

By: 
Name: Paul McKinlay
Title: Authorized Signatory

By: 
Name: Sergey Kuzaev
Title: Authorized Signatory

EXHIBIT A

Trademarks

Mark	Type of Mark	App No.	App Date	Reg No.	Reg Date	Class Category	Classes	Status	Owner
Double Arrow Design	Device only	87/295,157	2017-01-10	5,256,019	2017-08-01	Principal Reg.	09,42	Registered	Egress Software Technologies IP Ltd
EGRESS	Word only	87/289,033	2017-01-04	5,255,583	2017-08-01	Principal Reg.	09,42	Registered	Egress Software Technologies IP Ltd
EGRESS & Design, Linear	Words and device	87/295,129	2017-01-10	5,256,016	2017-08-01	Principal Reg.	09,42	Registered	Egress Software Technologies IP Ltd
Power Button Design	Device only	87/295,140	2017-01-10	5,256,017	2017-08-01	Principal Reg.	09,42	Registered	Egress Software Technologies IP Ltd

Patents

Client Title	App. No.	App. Date	Grant No.	Grant Date	Product / Service	Case Category	Case Status	Owner
Media Device Access Control Mechanism	13/935,447	3 July 2013	RE45,047	22 July 2014	Egress Server Infrastructure (ESI)	Re-Issue (Broadening)	Granted	Egress Software Technologies IP Ltd
Media Device Access Control Mechanism	13/935,445	2 July 2013	RE45,046	22 July 2014	Egress Server Infrastructure (ESI)	Re-Issue (Broadening)	Granted	Egress Software Technologies IP Ltd
Identifying Misdirected Emails	16/395,607	26 April 2019	-	-	Prevent	Bypass Continuation	Application Allowed	Egress Software Technologies IP Ltd
Identifying Misdirected Emails - Continuation	17/116,345	9 December 2020	-	-	Prevent	Continuation	Application Filed	Egress Software Technologies IP Ltd
Method and system for processing data packages (recipient side)	16/749,549	22 January 2020	US 10,911,417	2 February 2021	Prevent	Standard Filing	Application Allowed	Egress Software Technologies IP Ltd
Method and system for processing data packages (sender side)	16/749,580	22 January 2020	-	-	Prevent	Standard Filing	Application Published	Egress Software Technologies IP Ltd
Method and system for processing data packages (Architecture)	16/749,606	22 January 2020	-	-	Prevent	Standard Filing	Application Published	Egress Software Technologies IP Ltd
Predictive Notification of Incorrectly Addressed Communications	17/036,029	29 September 2020	-	-	Prevent	Standard Filing	Application Filed	Egress Software Technologies IP Ltd

PATENT

REEL: 056483 FRAME: 0481

RECORDED: 06/09/2021