

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT6901353

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AVECTO LTD (ALSO KNOWN AS AVECTO LIMITED)	09/03/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JEFFERIES FINANCE LLC, AS THE COLLATERAL AGENT
<b>Street Address:</b>	520 MADISON AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17232715
<b>Application Number:</b>	17343120
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)993-9767
<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>	3128767628
<b>Email:</b>	linda.kastner@lw.com
<b>Correspondent Name:</b>	LINDA R. KASTNER, C/O LATHAM & WATKINS LLP
<b>Address Line 1:</b>	330 N. WABASH AVENUE
<b>Address Line 2:</b>	SUITE 2800
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60611
<b>NAME OF SUBMITTER:</b>	LINDA KASTNER
<b>SIGNATURE:</b>	/lk/
<b>DATE SIGNED:</b>	09/03/2021
<b>Total Attachments: 5</b>	
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## SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT, dated as of September 3, 2021 (this “**Agreement**”) is made by AVECTO LTD (also known as AVECTO LIMITED), a limited corporation organized under the laws of England and Wales (“**Grantor**”), in favor of JEFFERIES FINANCE LLC, as the Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns, the “**Collateral Agent**”);

**WHEREAS**, the Grantor is party to a Second Lien Security Agreement dated as of April 19, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Patent Collateral (as defined below) and is required to execute and deliver this Second Lien Patent Security Agreement (the “**Agreement**”); and

**WHEREAS**, pursuant to the Security Agreement, Grantor agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them (including by reference) in the Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants and pledges to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the “**Patent Collateral**”), other than Excluded Property:

- (i) all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof and all rights corresponding thereto;
- (ii) the right to sue or otherwise recover for any past, present and future infringement or other violation or impairment of any of the foregoing; and
- (iii) all Proceeds and Accessions with respect to any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are

more fully set forth in the Security Agreement, the terms and conditions of which are hereby incorporated by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreement, dated as of April 19, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement") among Jefferies Finance LLC, as First Lien Representative, Jefferies Finance LLC, as Second Lien Representative, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement governing the exercise of any right or remedy by the Second Lien Collateral Agent, the terms of the Intercreditor Agreement shall govern and control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR PATENT COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR PATENT COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

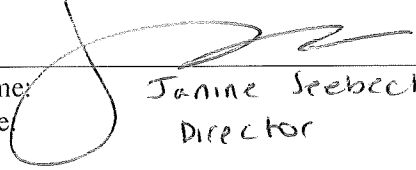
**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**AVECTO LTD** (also known as AVECTO LIMITED),  
as Grantor

By: \_\_\_\_\_

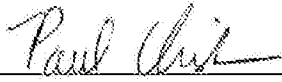
Name:

Title:

  
Janine Seebeck  
Director

Accepted and Agreed:

**JEFFERIES FINANCE LLC,**  
as the Collateral Agent

By:   
Name: Paul Chisholm  
Title: Managing Director

[Signature Page to Second Lien Patent Security Agreement]

**PATENT**  
**REEL: 057407 FRAME: 0916**

**SCHEDULE A  
TO  
GRANT OF PATENT SECURITY AGREEMENT**

<b>PATENT APPLICATION NUMBER APPLICATION DATE</b>	<b>TITLE</b>	<b>OWNER</b>
17/232,715 April 16, 2021	CONTROLLING APPLICATIONS BY AN APPLICATION CONTROL SYSTEM IN A COMPUTER DEVICE	Avecto Limited
17/343,120 June 9, 2021	COMPUTER DEVICE AND METHOD FOR MANAGING PRIVILEGE DELEGATION	Avecto Limited