PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8012209

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ZEROFOX, INC.	06/07/2023

RECEIVING PARTY DATA

Name:	STIFEL BANK
Street Address:	501 NORTH BROADWAY
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63102

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	6983320
Application Number:	16678816
Patent Number:	10929677
Application Number:	17155319
Patent Number:	11146652
Patent Number:	11397869
Application Number:	17819501
Patent Number:	11451564
Application Number:	18048928
Patent Number:	11500983
Patent Number:	11516232

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:	919-838-2048
Email:	anliles@smithlaw.com
Correspondent Name:	ALLISON LILES
Address Line 1:	150 FAYETTEVILLE STREET, SUITE 2300
Address Line 4:	RALEIGH, NORTH CAROLINA 27601

ATTORNEY DOCKET NUMBER:	16101.23
NAME OF SUBMITTER:	ALLISON LILES
SIGNATURE:	/s/ Allison Liles
DATE SIGNED:	06/16/2023

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 7, 2023 by and between STIFEL BANK ("Bank"), and ZEROFOX, INC. ("Grantor").

RECITALS

A.   Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of January 7, 2021 (as 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 and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature Page Follows]

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.
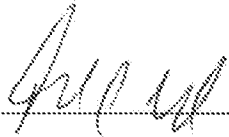
Address of Grantor:

1834 S. Charles St.
Baltimore, MD 21230
Attn: Tim Bender
E-mail: tim@zerofox.com
Telephone: 853-936-9369

GRANTOR:

ZEROFOX, INC.

By: _____

Name: Timothy S. Bender

Title: Chief Financial Officer

Address of Bank:

787 Seventh Avenue, 11ᵗʰ Floor
New York, New York 10019
Attn: Nathaniel Stone

BANK:

STIFEL BANK

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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Address of Grantor:

1834 S. Charles St.
Baltimore, MD 21230
Attn: Tim Bender
E-mail: tim@zerofox.com
Telephone: 855-936-9369

GRANTOR:

ZEROFOX, INC.

By: _____

Name: Timothy S. Bender

Title: Chief Financial Officer

Address of Bank:

787 Seventh Avenue, 11th Floor
New York, New York 10019
Attn: Nathaniel Stone

BANK:

STIFEL BANK

By: _____

Name: _____James C. Binz_____

Title: _____Executive Vice President_____

[Signature Page to Intellectual Property Security Agreement]

<u>**EXHIBIT A**</u>

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

None.

EXHIBIT B

Patents

Description	Registration/Application Number	Registration/Application Date
System, Method and Computer Program Product for Analyzing E-Commerce Competition of an Entity by Utilizing Predetermined Entity-Specific Metrics and Analyzed Statistics from Web Pages	6,983,320	01/03/2006
Social Network Security Monitoring	10,491,623	11/26/2019
Identification of Vulnerability to Social Phishing	10,516,567	12/24/2019
Social Threat Scoring	9,027,134	05/05/2015
Social Network Scanning	9,055,097	06/09/2015
Protecting Against Suspect Social Entities	9,191,411	11/17/2015
Social Network Security Monitoring	9,544,325	01/10/2017
Social Network Data Removal	9,674,212	06/06/2017
Social Network Profile Data Removal	9,674,214	06/06/2017
Methods for Automated Social Phishing	15/944,254	04/03/2018
Organizational Social Threat Reporting	10,868,824	12/15/2020
Social Network Page Protection	16/050,922	07/31/2018
Identification of Vulnerability to Social Phishing	10,999,130	05/04/2021
System and Methods for Managing High Volumes of Alerts	16/678,816	11/08/2019
Methods and Systems for Detecting Deepfakes	10,929,677	02/23/2021
Methods and Systems for Detecting Deepfakes	17/155,319	01/22/2021
Method and System for Misuse Detection	9,148,445	09/29/2015
Method and System for Misuse Detection	9,769,184	09/19/2017
Method and System for Misuse Detection	9,985,978	05/29/2018
Information Security Apparatus and Methods for Credential Dump Authenticity Verification	9,871,797	01/16/2018
Information Security Apparatus and Methods for Credential Dump Authenticity Verification	10,574,658	02/25/2020
Methods and Systems for Detecting Deepfakes	10,929,677	02/23/2021
Automated Social Account Removal	11,134,097	09/28/2021
Methods and Systems for Enriching Data	11,146,652	10/12/2021
Social Threat Correlation	11,165,801	11/02/2021
End User Social Network Protection Portal	11,256,812	02/22/2022
Social Media Rule Engine	11,394,722	07/19/2022
Methods and Systems for Detecting Impersonating Social Media Profiles	11,397,869	07/26/2022
Troll Account Detection	11,403,400	08/02/2022
Systems and Methods for Threat Disruption	17/819,501	08/12/2022
Malicious Social Media Account Identification	11,418,527	08/16/2022
Systems and Methods for Threat Disruption	11,451,564	09/20/2022
Attack Surface Identification	18/048,928	10/24/2022
Configurable System for Detecting Social Media Threats	11,500,983	11/15/2022
Attack Surface Identification	11,516,232	11/29/2022

EXHIBIT C

Trademarks

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Comments
	35,41,42,45	87912061 05-MAY-2018	5810291 23-JUL-2019	Registered
TAKEDOWN-AS-A-SERVICE	35,41,42,45	88070747 08-AUG-2018	5993602 25-FEB-2020	Registered
ZEROFOX	42	86110027 04-NOV-2013	4559694 01-JUL-2014	Registered
ZEROFOX	35,41,42,45	87912007 08-MAY-2018	5817051	Registered
	35,41,42,45	87912036 08-MAY-2018	5817052 30-JUL-2019	Registered.
CYVEILLANCE	42	75559442 23-SEP-1998	2292671 16-NOV-1999	Registered.
CYVEILLANCE EYE				Not Registered