

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI152316

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SPYCLOUD, INC.	04/08/2024
RECEIVING PARTY DATA	
Company Name:	Canadian Imperial Bank of Commerce, as Administrative Agent
Street Address:	81 Bay Street, 10th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 1E7
PROPERTY NUMBERS Total: 17	
Property Type	Number
Patent Number:	11888843
Patent Number:	11750645
Patent Number:	11558409
Patent Number:	11461458
Patent Number:	11438360
Patent Number:	11399021
Patent Number:	11283832
Application Number:	18348287
Application Number:	16776877
Application Number:	18158971
Application Number:	18152186
Application Number:	62753812
Application Number:	62753807
Application Number:	62753800
Application Number:	62753793
Application Number:	62812205
Application Number:	62812208
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	
PATENT	

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (800)221-0102
Email: ipteam@cogencyglobal.com
Correspondent Name: Khadijah Sampson
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2327539ks
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NAME OF SUBMITTER:	Andrew Hackett
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SIGNATURE:	Andrew Hackett
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DATE SIGNED:	04/09/2024
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of April 8, 2024, between SPYCLOUD, INC., a Delaware corporation (“**Grantor**”), and CANADIAN IMPERIAL BANK OF COMMERCE (“**CIBC**”) as administrative agent and collateral agent (in such capacities, together with its successors and assigns in such capacities, “**Agent**”) for and on behalf of the banks and other financial institutions or entities (collectively, the “**Lenders**”) from time to time party to the below referenced Credit Agreement.

RECITALS

A. CIBC, as Agent and as a Lender, the other Lenders, Grantor, and the other Loan Parties from time to time party thereto are, *inter alios*, entering into a Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Credit Agreement.

B. The Obligations are secured by the Collateral, as defined in the Credit Agreement, including without limitation, all of Grantor’s Intellectual Property.

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

AGREEMENT

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

1. To secure the Obligations, Grantor grants Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in its Intellectual Property, to the extent constituting Collateral. Grantor hereby confirms that the attached schedules 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 Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement solely to include any Intellectual Property registrations or applications for registrations 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 with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. **THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO AND THERETO, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.** This Section 3 shall survive the Discharge of Obligations.

4. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based

recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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

Address of Grantor:

SpyCloud, Inc.
2130 S. Congress Ave.
Austin, TX 78704
Attention: Jennifer Parker
E-Mail: jennifer@spycloud.com

GRANTOR:

SPYCLOUD, INC.

By: 
Name: Jennifer Parker
Title: Chief Financial Officer

Address of Agent:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, Ontario M5J 1E7
Attention: Jonathan Schupack
E-Mail: jonathan.schupack@cibc.com;

AGENT:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: John Turner
Title: Assistant General Manager

By: _____
Name: Jonathan Schupack
Title: Assistant General Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

PATENT
REEL: 067042 FRAME: 0755

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

Address of Grantor:

SpyCloud, Inc.
2130 S. Congress Ave.
Austin, TX 78704
Attention: Jennifer Parker-Snider
E-Mail: jennifer@spycloud.com

GRANTOR:

SPYCLOUD, INC.


By: _____
Name: Jennifer Parker-Snider
Title: Chief Financial Officer

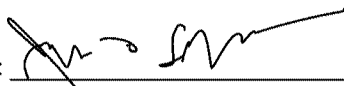
Address of Agent:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, Ontario M5J 1E7
Attention: Jonathan Schupack
E-Mail: jonathan.schupack@cibc.com;

AGENT:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____
Name: John Turner
Title: Assistant General Manager

By:  _____
Name: Jonathan Schupack
Title: Assistant General Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

PATENT
REEL: 067042 FRAME: 0756

EXHIBIT A

COPYRIGHTS

Copyrights / Copyright Application	Copyright No. / Application No.	Issue Date / Application Date
NONE		

EXHIBIT B

PATENTS

Description	Patent/Application No.	Issue/Application Date
Filtering passwords based on a plurality of criteria	11888843 17/846938 20220407849	1/30/2024 6/22/2022 12/22/2022
DETECTING USE OF COMPROMISED SECURITY CREDENTIALS IN PRIVATE ENTERPRISE NETWORKS	20240007500 18/348287	1/4/2024 7/6/2023
Detecting use of compromised security credentials in private enterprise networks	11750645 17/671323 20220166792	9/5/2023 2/14/2022 5/26/2022
Detecting use of passwords that appear in a repository of breached credentials	11558409 16/667522 20200137096	1/17/2023 10/29/2019 4/30/2020
Measuring data-breach propensity	11461458 16/777005 20200279041	10/4/2022 1/30/2020 9/3/2020
Determining the intersection of a set of compromised credentials with a set of active credentials with data structures and architectures that expedite comparisons	11438360 16/667486 20200137105	9/6/2022 10/29/2019 4/30/2020
Filtering passwords based on a plurality of criteria	11399021 16/667447 20200137038	7/26/2022 10/29/2019 4/30/2020
Detecting use of compromised security credentials in private enterprise networks	11283832 16/667367 20200137109	3/22/2022 10/29/2019 4/30/2020
GENERATING AND MONITORING FICTITIOUS DATA ENTRIES TO DETECT BREACHES	20200279050 16/776877	9/3/2020 1/30/2020
BROWSER SESSION SECURITY SYSTEM	18/158971	2/61/2023
USER IDENTITY RISK SCORE GENERATION IN AN ENTERPRISE NETWORK	18/152186	1/10/2023
DETECTING USE OF COMPROMISED SECURITY CREDENTIALS IN PRIVATE ENTERPRISE NETWORKS	62/753812	10/31/2018
FILTERING PASSWORDS BASED ON A PLURALITY OF CRITERIA	62/753807	10/31/2018

Description	Patent/Application No.	Issue/Application Date
DETERMINING THE INTERSECTION OF A SET OF COMPROMISED CREDENTIALS WITH A SET OF ACTIVE CREDENTIALS WITH DATA STRUCTURES AND ARCHITECTURES THAT EXPEDITE COMPARISONS	62/753800	10/31/2018
DETECTING USE OF PASSWORDS THAT APPEAR IN A REPOSITORY OF BREACHED CREDENTIALS	62/753793	10/31/2018
GENERATING AND MONITORING FICTITIOUS DATA ENTRIES TO DETECT BREACHES	62/812205	2/28/2019
MEASURING DATA-BREACH PROPENSITY	62/812208	2/28/2019

EXHIBIT C

TRADEMARKS

Description	Registration No.	Registration Date	Application/Serial No.	Application Date
IDENTITY RISK ENGINE			90881609	4/13/2021
SPYCLOUD	5211053	5/23/2017	87173965	9/16/2016
SPYCLOUD			97931963	5/11/2023
(design)	5277995	8/29/2017	87173976	9/16/2016
SPYCLOUD IDENTITY RISK ENGINE	7219405	11/14/2023	90881598	8/13/2021
SIDRE			90881604	8/13/2021

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RECORDED: 04/09/2024

REEL: 067042 FRAME: 0760