PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4790995

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ZIMPERIUM, INC.	01/17/2018

RECEIVING PARTY DATA

Name:	ALLY BANK
Street Address:	300 PARK AVENUE
Internal Address:	4TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	13865212
Application Number:	13892337
Application Number:	14153976

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: STEWART WALSH
Address Line 1: 1025 VERMONT AVE NW, SUITE 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F175034
NAME OF SUBMITTER:	ROBIN DUNN
SIGNATURE:	/Robin Dunn/
DATE SIGNED:	01/24/2018

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 17, 2018 by and between **ALLY BANK** ("***Bank***") and **ZIMPERIUM, INC.**, a Delaware corporation ("***Grantor***").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to 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.

C. 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 all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (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 (collectively, "Intellectual Property Collateral").

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 of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

PATENT
REEL: 044714 FRAME: 0137

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.

Grantor:

ZIMPERIUM, INC.

By Shridhar Mittal
Name Shridhar Mittal
Title Chief Executive Officer

Address of Grantor:

4055 Valley View Lane, Suite 300
Dallas, Texas 75244

Bank:

ALLY BANK

By _____
Name _____
Title _____

Address of Bank:

300 Park Avenue, 4th Floor
New York, New York 10022

[Signature Page—Intellectual Property Security Agreement]

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.

Grantor:

ZIMPERIUM, INC.

By _____
Name_____
Title_____

Address of Grantor:

4055 Valley View Lane, Suite 300
Dallas, Texas 75244

Bank:

ALLY BANK

By _____
Name BRIAN BAIZANASKAS
Title AUTHORIZED SIGNATORY

Address of Bank:

300 Park Avenue, 4th Floor
New York, New York 10022

[Signature Page—Intellectual Property Security Agreement]

EXHIBIT A

COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

EXHIBIT B

PATENTS

File #	Title	Matter Type	Country	Status	Application #
30635-24617/KR	Prevention Intrusion Measures and Software Packet Inspection Offloading for Mobile Devices	Utility - ORG	Republic of Korea	Pending	10201343087
30635-24616/US (T)	Preventive Intrusion Device and Method for Mobile Devices	Utility - NPREG	United States of America	Issued	13/865,212
30635-24618/US (T)	Detection of Threats to Networks, Based on Geographic Location	Utility - NPREG	United States of America	Issued	13/892,337
30635-25080/US (T)	Classifier-Based Security for Computing Devices	Utility - NPREG	United States of America	Issued	14/153,976

EXHIBIT C

TRADEMARKS

Trademark	Country	Class	Application Date	Application Number	Registration Date	Registration Number	Status
ZIMPERIUM	EU	09; 42; 45	6/18/14	013006937	12/3/14	013006937	Registered
ZIMPERIUM	Israel	09; 42; 45	6/18/14	265964	3/2/2016	265964	Registered
ZIMPERIUM	US	09; 42; 45	12/18/13	86147760	4/26/16	4946676	Registered