

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542360

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cofense Inc.		12/27/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX Growth Capital, LLC		
Street Address:	1717 Main Street, Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	88139380	PHISHING MITIGATION ASSISTANT	
Serial Number:	88140107	NOISE REDUCTION	
Serial Number:	88140109	WHO ELSE	
Serial Number:	88140208	COFENSE VISION	
Serial Number:	87943549	CLOUDSEEKER	
Serial Number:	87734215	COFENSE	
Serial Number:	87697407	COFENSE	
Serial Number:	87413820	PHISHME SIMULATOR	
Serial Number:	87220910	PHISHME	
Serial Number:	86498900	THREATHQ	
Serial Number:	86420587	PROTECT YOUR BRAND	
Serial Number:	86420654	PROTECT YOUR NETWORK	
Serial Number:	86296496	PHISHME REPORTER	
Serial Number:	86296503	PHISHME	
Serial Number:	85873950	MALCOVERY	
Serial Number:	85874027	MALCOVERY	
Serial Number:	77224741	PHISHME	
CORRESPONDENCE DATA			

CH \$440.00 88139380

Fax Number: 8586385130

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: 619-699-2700

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 401 B Street, Suite 1700

Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER:	Matt Schwartz
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SIGNATURE:	/s/ Matt Schwartz
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DATE SIGNED:	09/24/2019
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Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of December 27, 2018 (the "Effective Date") by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("Lender") and COFENSE INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, Grantor grants and pledges to Lender 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, trademarks and mask works listed on Schedules 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. Notwithstanding the foregoing, the Collateral shall not include any "intent-to-use" trademark at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.
2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by Grantor.
3. Grantor shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing the Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Lender identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of

a security interest therein in favor of Lender.

4. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender 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 the Lender as a matter of law or equity. Each right, power and remedy of the Lender 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 Lender of any one or more of the rights, powers or remedies provided for in this 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 Lender, of any or all other rights, powers or remedies.
5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that the Lender shall retain all rights arising under Federal law.

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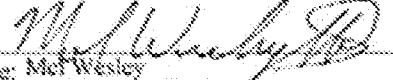
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1602 Village Market Boulevard, South East
Suite 400
Leesburg, VA 20175
Attn: CFO

COFENSE INC.

By: 
Name: McWesley
Title: Chief Financial Officer

LENDER:

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201
Attn: General Counsel

ORIX GROWTH CAPITAL, LLC

By: _____
Name:
Title:

[SIGNATURE PAGE TO 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:

Address of Grantor:

1602 Village Market Boulevard, South East
Suite 200
Leesburg, VA 20175
Attn: CFO

COFENSE INC.

By: _____

Name:

Title:

LENDER:

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201
Attn: General Counsel

ORIX GROWTH CAPITAL, LLC

By: _____

Name: Mark Campbell

Title: Authorized Signatory

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006753 FRAME: 0709

SCHEDULE A

Copyrights

None.

SCHEDULE B

Trademarks

Country	Mark	Application Number	Application Date	Registration Number	Registration Date	Status
United States	PHISHING MITIGATION ASSISTANT	88/139,380	02-Oct-2018			Pending
United States	NOISE REDUCTION	88/140,107	02-Oct-2018			Pending
United States	WHO ELSE	88/140,109	02-Oct-2018			Pending
United States	COFENSE VISION	88/140,208	02-Oct-2018			Pending
United States	CLOUDSEEKER	87/943,549	31-May-2018			Pending
United States	COFENSE & Circle Design 	87/734,215	26-Dec-2017			Pending
United States	COFENSE	87/697,407	27-Nov-2017			Pending
United States	PHISHME SIMULATOR	87/413,820	17-Apr-2017	5,334,954	14-Nov-2017	Registered
United States	PHISHME	87/220,910	31-Oct-2016	5,231,792	27-Jun-2017	Registered
United States	THREATHQ	86/498,900	08-Jan-2015	4,794,642	18-Aug-2015	Registered
United States	PROTECT YOUR BRAND	86/420,587	10-Oct-2014	4,793,445	18-Aug-2015	Registered
United States	PROTECT YOUR NETWORK	86/420,654	10-Oct-2014	4,793,446	18-Aug-2015	Registered
United States	PHISHME REPORTER	86/296,496	30-May-2014	4,780,219	28-Jul-2015	Registered
United States	PHISHME	86/296,503	30-May-2014	4,780,220	28-Jul-2015	Registered
United States	MALCOVERY	85/873,950	12-Mar-2013	4,428,503	05-Nov-2013	Registered

Country	Mark	Application Number	Application Date	Registration Number	Registration Date	Status
United States	MALCOVERY	85/874,027	12-Mar-2013	4,492,471	04-Mar-2014	Registered
United States	PHISHME	77/224,741	09-Jul-2007	3,477,730	29-Jul-2008	Registered

SCHEDULE C

Patents

Registered Patents

App. No.	Title	Application Date	Issue/Pub Date	Patent/Pub No.	Status
14/986,515	SUSPICIOUS MESSAGE PROCESSING AND INCIDENT RESPONSE	12/31/2015	10/13/2016	2016-0301705	Issued
15/584,002	SUSPICIOUS MESSAGE PROCESSING AND INCIDENT RESPONSE	5/1/2017	8/17/2017	2017-0237776	Issued
13/763,538	COLLABORATIVE PHISHING ATTACK DETECTION	2/8/2013	2/2/2016	9,253,207	Issued
13/785,252	COLLABORATIVE PHISHING ATTACK DETECTION	3/5/2013	5/6/2014	8,719,940	Issued
13/918,702	COLLABORATIVE PHISHING ATTACK DETECTION	6/14/2013	7/19/2016	9,398,038	Issued
13/958,480	COLLABORATIVE PHISHING ATTACK DETECTION	8/2/2013	5/31/2016	9,356,948	Issued
14/620,245	COLLABORATIVE PHISHING ATTACK DETECTION	2/12/2015	4/26/2016	9,325,730	Issued
15/138,188	COLLABORATIVE PHISHING ATTACK DETECTION	4/25/2016	3/7/2017	9,591,017	Issued
15/418,709	COLLABORATIVE PHISHING ATTACK DETECTION	1/28/2017	6/6/2017	9,674,221	Issued
14/160,443	METHODS AND SYSTEMS FOR PREVENTING MALICIOUS USE OF PHISHING SIMULATION RECORDS	1/21/2014	2/16/2016	9,262,629	Issued

14/223,820	METHODS AND SYSTEMS FOR PREVENTING MALICIOUS USE OF PHISHING SIMULATION RECORDS	3/24/2014	12/9/2014	8,910,287	Issued
15/044,099	SIMULATED PHISHING RESULT ANONYMIZATION AND ATTRIBUTION PREVENTION	2/15/2016	6/9/2016	9262629	Issued
13/763,515	PERFORMANCE BENCHMARKING FOR SIMULATED PHISHING ATTACKS	2/8/2013	2/24/2015	8,966,637	Issued
13/785,215	PERFORMANCE BENCHMARKING FOR SIMULATED PHISHING ATTACKS	3/5/2013	1/21/2014	8,635,703	Issued
14/630,367	PERFORMANCE BENCHMARKING FOR SIMULATED PHISHING ATTACKS	2/24/2015	1/26/2016	9,246,936	Issued
15/006,030	PERFORMANCE BENCHMARKING FOR SIMULATED PHISHING ATTACKS	1/25/2016	5/30/2017	9,667,645	Issued
13/763,486	SIMULATED PHISHING ATTACK WITH SEQUENTIAL MESSAGES	2/08/2013	6/9/2015	9,053,326	Issued
13/785,127	SIMULATED PHISHING ATTACK WITH SEQUENTIAL MESSAGES	3/5/2013	12/24/2013	8,615,807	Issued

Pending Patents

App. No.	Title	Application Date	Issue/Pub Date	Patent/Pub No.	Status
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15,905,784	SUSPICIOUS MESSAGE PROCESSING AND INCIDENT RESPONSE	2/26/2018			Pending
15/583,970	COLLABORATIVE PHISHING ATTACK DETECTION	5/1/2017	unpublished	n/a	Issuing