

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZEROFOX, INC.		01/07/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX GROWTH CAPITAL, LLC		
Street Address:	2001 ROSS AVENUE		
Internal Address:	SUITE 1900		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5993602	TAKEDOWN-AS-A-SERVICE	
Registration Number:	5817052	ZEROFOX	
Registration Number:	5817051	ZEROFOX	
Registration Number:	5810291		
Registration Number:	4559694	ZEROFOX	
Registration Number:	4559711		
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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>			
Phone:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	250455.000012		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		

CH \$165.00 5993602

DATE SIGNED:	01/13/2021
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 7, 2021 by and among ZeroFOX, Inc., a Delaware corporation, RBP Financial Services, LLC, a Delaware limited liability company, ZeroFox Chile Holdings, LLC, a Delaware limited liability company, and ZeroFox India Holding, LLC, a Delaware limited liability company (jointly and severally, individually and collectively, “**Grantor**”), and ORIX Growth Capital, LLC (“**ORIX**”), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement of dated January 7, 2021 (as the same may be amended, restated, supplemented or modified from time to time, the “**Loan Agreement**”). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its “Obligations” as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor’s right, title and interest in Grantor’s Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on **Schedule A** hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, (ii) the patents and patent applications listed on **Schedule B** hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on **Schedule C** hereto, and all extensions and renewals thereof, (iv) all rights to recover for past or future infringement of any of the foregoing, (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on **Schedule A** hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on **Schedule B** are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on **Schedule C** 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.

3. Grantor shall not, hereafter, register any maskworks, 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 Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as

Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party'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 Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.


4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including, without limitation, attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

[Signatures on Next Page]

Address of Grantor:

1834 South Charles Street
Baltimore, MD 21230

ZeroFOX, Inc.

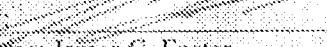
By: 
Name: James C. Foster
Title: Chief Executive Officer and President

RBP Financial Services, LLC

By: _____
Name: Tim Bender
Title: Manager

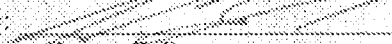
ZeroFox Chile Holdings, LLC

By: ZeroFOX, Inc., its sole member

By: 
Name: James C. Foster
Title: Chief Executive Officer and President

ZeroFox India Holding, LLC

By: ZeroFOX, Inc., its sole member

By: 
Name: James C. Foster
Title: Chief Executive Officer and President

Address of ORIX:

2001 Ross Avenue, Suite 1900
Dallas, TX 75201

ORIX Growth Capital, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]


Address of Grantor:

1834 South Charles Street
Baltimore, MD 21230

ZeroFOX, Inc.

By: _____
Name: James C. Foster
Title: Chief Executive Officer and President

RBP Financial Services, LLC

By:  _____
Name: Tim Bender
Title: Manager

ZeroFox Chile Holdings, LLC

By: ZeroFOX, Inc., its sole member

By: _____

Name: James C. Foster
Title: Chief Executive Officer and President

ZeroFox India Holding, LLC

By: ZeroFOX, Inc., its sole member

By: _____

Name: James C. Foster
Title: Chief Executive Officer and President

Address of ORIX:

2001 Ross Avenue, Suite 1900
Dallas, TX 75201

ORIX Growth Capital, LLC

By: _____
Name: _____
Title: _____

Address of Grantor:

1834 South Charles Street
Baltimore, MD 21230

ZeroFOX, Inc.

By: _____
Name: _____
Title: _____

RBP Financial Services, LLC

By: _____
Name: _____
Title: _____

ZeroFox Chile Holdings, LLC

By: ZeroFOX, Inc., its sole member

By: _____
Name: _____
Title: _____

ZeroFox India Holding, LLC

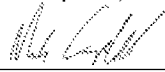
By: ZeroFOX, Inc., its sole member

By: _____
Name: _____
Title: _____

Address of ORIX:

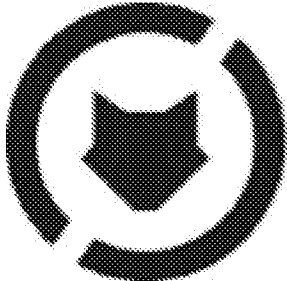
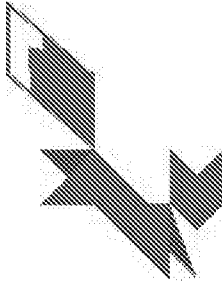
2001 Ross Avenue, Suite 1900
Dallas, TX 75201

ORIX Growth Capital, LLC

By:  _____
Name: Mark Campbell
Title: Authorized Representative

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TAKEDOWN-AS-A-SERVICE	5,993,602	02/25/2020
ZEROFOX	5,817,052	07/30/2019
ZEROFOX	5,817,051	07/30/2019
	5,810,291	07/23/2019
ZEROFOX	4,559,694	07/01/2014
	4,559,711	07/01/2014

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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
Social Risk Management	14/445,274	07/29/2014
Social Media Rule Engine	15/944,176	04/03/2018
Methods for Automated Social Phishing	15/944,254	04/03/2018
Social Threat Correlation	15/998,423	08/15/2018
Malicious Social Media Account Identification	15/998,930	08/17/2018
Organizational Social Threat Reporting	16/050,891	07/31/2018
Social Network Page Protection	16/050,922	07/31/2018
Troll Account Detection	16/118,678	08/31/2018
Automated Social Account Removal	16/167,947	10/23/2018
Identification of Vulnerability to Social Phishing	16/686,834	11/18/2019

SCHEDULE C

Copyrights Registered with the United States Copyright Office

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