

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TENABLE, INC.		07/07/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 SOUTH DEARBORN STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4368450		
Registration Number:	4873737	ASSURANCE REPORT CARDS	
Registration Number:	5566851	ASSURE	
Registration Number:	4848296	CONTINUOUS NETWORK MONITORING	
Registration Number:	4892031	LOG CORRELATION ENGINE	
Registration Number:	5927418	LUMIN	
Registration Number:	6099637	LUMIN	
Registration Number:	4925712	NESSUS	
Registration Number:	3338382	NESSUS	
Registration Number:	4892030	PASSIVE VULNERABILITY SCANNER	
Registration Number:	4870607	SECURITYCENTER	
Registration Number:	4885005	SECURITYCENTER CONTINUOUS VIEW	
Registration Number:	5291130	TENABLE	
Registration Number:	5266467	TENABLE	
Registration Number:	2977079	TENABLE NETWORK SECURITY	
Registration Number:	5275620	TENABLE.IO	
Registration Number:	6337163	EXPOSURE.AI	
Serial Number:	90688442		
Serial Number:	90688438		

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CORRESPONDENCE DATA**Fax Number:** 2124552502*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:** (212)455-2055**Email:** ksolomon@stblaw.com**Correspondent Name:** KATE MIRINO, ESQ.**Address Line 1:** SIMPSON THACHER & BARTLETT LLP**Address Line 2:** 425 LEXINGTON AVENUE**Address Line 4:** NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2363
NAME OF SUBMITTER:	KATE MIRINO
SIGNATURE:	/KM/
DATE SIGNED:	07/08/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 7, 2021 (this “Agreement”), among TENABLE, INC. (the “Grantor”) and JPMORGAN CHASE BANK, N.A., as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain Credit Agreement, dated as of July 7, 2021 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among TENABLE HOLDINGS, INC., a Delaware corporation (“Holdings”), TENABLE, INC., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and JPMORGAN CHASE BANK, N.A., as the administrative agent, and (b) that certain Collateral Agreement, dated as of July 7, 2021 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and/or as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 1. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Trademarks listed on Schedule I attached hereto, (b) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (c) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing and (d) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Termination. Subject to Section 5.13 of the Collateral Agreement, at such time as (a) the Commitments shall have expired or been terminated and (b) all Secured Obligations, including the principal of and interest on each Loan and all fees, expenses and other amounts (excluding contingent obligations (other than any such obligations in respect of a Letter of Credit) as to which no claim has been made or which are otherwise not due) payable under any Loan Document, any Secured Swap Obligation and any Secured Cash Management Obligation, shall have been paid in full in cash and all Letters of Credit shall have expired or been terminated and all LC Disbursements shall have been fully reimbursed, the security interest granted herein shall terminate and, upon the Grantors' request, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section 2 shall be without recourse or warranty by the Collateral Agent or any other Secured Party.

Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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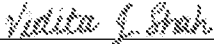
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TENABLE, INC., as Grantor

By: 
Name: Stephen Vint
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]


**JPMORGAN CHASE BANK, N.A., as
Collateral Agent**

By: 
Name: Vidita J. Shah
Title: Vice President

Schedule I

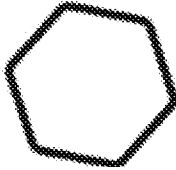
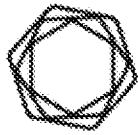
TRADEMARKS

Trademark Registrations

MARK NAME	APPLICATION NO.	FILED	REGISTRATION NO	REGISTERED	OWNER
	85792631	12/3/2012	4368450	7/16/2013	Tenable, Inc.
ASSURANCE REPORT CARDS	86625192	5/11/2015	4873737	12/22/2015	Tenable, Inc.
ASSURE	87516489	7/5/17	5566851	9/18/18	Tenable, Inc.
CONTINUOUS NETWORK MONITORING	86625264	5/11/2015	4848296	11/3/2015	Tenable, Inc.
LOG CORRELATION ENGINE	86625252	5/11/2015	4892031	1/26/2016	Tenable, Inc.
LUMIN	87831977	3/13/18	5927418	12/3/2019	Tenable, Inc.
LUMIN	88641098	10/3/2019	6099637	7/14/2020	Tenable, Inc. (f/k/a Tenable Network Security, Inc.)
NESSUS	86625281	5/11/2015	4925712	3/29/2016	Tenable, Inc.
NESSUS	77084411	1/17/2007	3338382	11/20/2007	Tenable, Inc.
PASSIVE VULNERABILITY SCANNER	86625238	5/11/2015	4892030	1/26/2016	Tenable, Inc.
SECURITYCENTER	86625205	5/11/2015	4870607	12/15/2015	Tenable, Inc.
SECURITYCENTER CONTINUOUS VIEW	86625225	5/11/2015	4885005	1/12/2016	Tenable, Inc.
TENABLE	87384712	3/24/17	5291130	9/19/17	Tenable, Inc.

MARK NAME	APPLICATION No.	FILED	REGISTRATION No	REGISTERED	OWNER
TENABLE	86654195	6/7/2015	5266467	8/15/17	Tenable, Inc.
TENABLE NETWORK SECURITY	76455315	10/1/2002	2977079	7/26/2005	Tenable, Inc.
TENABLE.IO	87296537	1/11/2017	5275620	8/29/17	Tenable, Inc.
Exposure.ai	90245107	10/9/2020	6337163	4/27/21	Tenable, Inc.

Trademark Applications

MARK NAME	APPLICATION NO.	FILED	CLASSES	OWNER
	90688442	5/3/21	9, 41, 42	Tenable, Inc.
	90688438	5/3/21	9, 41, 42	Tenable, Inc.