

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747137

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PERIMETERX, INC.		07/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, AS COLLATERAL AGENT		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90876781	PERIMETERX	
Serial Number:	87006228	PERIMETERX	
Serial Number:	87006226	PERIMETERX	
Serial Number:	87442502	PX BOT DEFENDER	
Serial Number:	87442424	PX ANOMALIZER	
Serial Number:	87369433	PERIMETERX BOT DEFENDER	
CORRESPONDENCE DATA			
Fax Number:	6505657100		
<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:	6505657022		
Email:	kceron@sidley.com		
Correspondent Name:	Karla Ceron		
Address Line 1:	1001 Page Mill Road, Building 1		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	024026.30390		
NAME OF SUBMITTER:	Karla Ceron		
SIGNATURE:	/karla ceron/		
DATE SIGNED:	08/09/2022		

CH \$165.00 90876781

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of July 29, 2022, among **PERIMETERX, INC.**, a Delaware corporation (the “**Grantor**”) and **ALTER DOMUS (US) LLC**, as administrative and collateral agent for Lenders (in such capacity, “**Collateral Agent**”).

RECITALS

- A. Human Security, Inc., Singularity Buyer LLC, certain lenders from time to time party thereto (collectively “**Lenders**”), and Collateral Agent, as administrative agent and collateral agent for lenders, have entered into a Loan and Security Agreement dated as of July 22, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”).
- B. Grantor and Collateral Agent have entered into that certain Joinder Agreement, dated as of the date hereof, under which Grantor has joined as a “Borrower” under the Loan Agreement.
- C. Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.
- D. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of each Grantor’s Intellectual Property.
- E. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

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

1. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or

hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

3. 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. The words “execution,” “signed,” “signature” and words of like import 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. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

4. This Agreement constitutes a Loan Document.

5. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

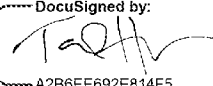
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

111 West 33rd Street,
11th Floor New York, NY 10001
Attention: Tamer Hassan

GRANTOR:

PERIMETERX, INC.

DocuSigned by:
By 
Name: A2B6EE692E814F5...
Title: President

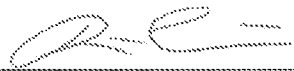
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Address of Collateral Agent:

225 W. Washington Street, 9th Floor
Chicago, Illinois 60606
Attention: Legal Department, Emily Ergang
Pappas and Nicole Eoriatti
Email: Legal_Agency@alterdomus.com,
Emily.ErgangPappas@alterdomus.com and
Nicole.Eoriatti@alterdomus.com

COLLATERAL AGENT:

ALTER DOMUS (US) LLC

By: 

Name: Pinju Chiu

Title: Associate Counsel

With a copy to:

Holland & Knight LLP
150 N. Riverside Plaza, Suite 2700
Chicago, IL 60606
Attention: Joshua Spencer
Email: Joshua.Spencer@hklaw.com

EXHIBIT A
COPYRIGHTS

<u>GRANTOR</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
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None.

EXHIBIT B

PATENTS

GRANTOR	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
PerimeterX, Inc.	Securing ordered resource access	10,951,627 15/784,114	3/16/2021 10/14/2017
PerimeterX, Inc.	Analyzing client application behavior to detect anomalies and prevent access	10,708,287 16/241,984	7/7/2020 1/7/2019
PerimeterX, Inc.	Analyzing client application behavior to detect anomalies and prevent access	10,178,114 14/855,101	1/8/2019 9/15/2015
PerimeterX, Inc.	SECURING ORDERED RESOURCE ACCESS	17/167912	2/4/2021
PerimeterX, Inc.	IDENTIFYING A SCRIPT THAT ORIGINATES SYNCHRONOUS AND ASYNCHRONOUS ACTIONS	17/002700	8/25/2020
PerimeterX, Inc.	ANALYZING CLIENT APPLICATION BEHAVIOR TO DETECT ANOMALIES AND PREVENT ACCESS	16/886454	5/28/2020

EXHIBIT C
TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
PerimeterX, Inc.	PERIMETERX	90876781	8/11/2021
PerimeterX, Inc.	PERIMETERX	87006228 5445800	4/19/2016 4/17/2018
PerimeterX, Inc.	PERIMETERX	87006226 5445799	4/19/2016 4/17/2018
PerimeterX, Inc.	PX BOT DEFENDER	87442502 5482437	5/9/2017 5/29/2018
PerimeterX, Inc.	PX ANOMALIZER	87442424 5493569	5/9/2017 6/12/2018
PerimeterX, Inc.	PERIMETERX BOT DEFENDER	87369433 5322564	3/13/2017 10/31/2017

EXHIBIT D
MASK WORKS

None.