

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346274

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WatchGuard Technologies, Inc.		06/29/2015	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P.		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4622133	WATCHGUARD DIMENSION	
Registration Number:	4622132	WATCHGUARD DIMENSION	
Registration Number:	3272132	BORDERWARE	
Registration Number:	3272124	BORDERWARE INFINITY	
Registration Number:	3066639	FIREWARE	
Registration Number:	3760638	W'ATCHGUARD	
Registration Number:	3691210	BORDERWARE SECURITY PLATFORM	
Registration Number:	3705818	WATCHGUARD	
Registration Number:	3722834	WATCHGUARD	
Registration Number:	2538538	LIVESECURITY	
Registration Number:	2511322	FIREBOX	
Registration Number:	2194957	WATCHGUARD	
Registration Number:	2279763	WATCHGUARD	
Registration Number:	2019834	BORDERWARE	
Registration Number:	1404502	FIREBOX	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: erobinson@hunton.com
Correspondent Name: Erika Robinson
Address Line 1: 600 Peachtree St., N.E., Ste. 4100
Address Line 2: c/o Hunton & Williams LLP
Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	65740.000124
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NAME OF SUBMITTER:	Erika Robinson
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SIGNATURE:	/ErikaRobinson/
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DATE SIGNED:	06/30/2015
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of June 29, 2015, by WATCHGUARD TECHNOLOGIES, INC., a Washington corporation (“**Grantor**”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. (“**GSSLG**”), as Collateral Agent under the Credit Agreement described below (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG, as Administrative Agent and Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make certain Loans and other financial accommodations to Company; and

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, the Pledge and Security Agreement; and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of itself and the other Secured Parties, this Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement, or if not defined therein, in the Pledge and Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired: (a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto, other than any intent-to-use Trademark application filed in the United States to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use Trademark application or the Trademark that is the subject thereof under applicable law; (b) all reissues, modifications, substitutions or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement

or dilution of any Trademark and (ii) injury to the goodwill associated with any Trademark (collectively, the “**Trademark Collateral**”).

3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement and/or the Pledge and Security Agreement, the terms of the Credit Agreement and/or the Pledge and Security Agreement, as applicable, shall control.

4. **Authorization to Supplement.** Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any future Trademarks or Trademark Licenses of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

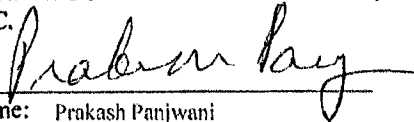
6. **APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.**

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IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTOR:

WATCHGUARD TECHNOLOGIES,
INC.

By: 

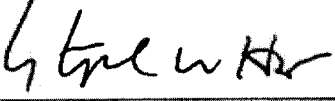
Name: Prakash Panjwani

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

**GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.**




By: 

Name:

Title: **Stephen W. Hipp
Senior Vice President**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date
WATCHGUARD DIMENSION	U.S. Federal	86007090	07/10/13	4622133	10/14/14
WATCHGUARD DIMENSION	U.S. Federal	86007089	07/10/13	4622132	10/14/14
BORDERWARE	U.S. Federal	78860309	04/12/06	3272132	07/31/07
BORDERWARE INFINITY	U.S. Federal	78857735	04/10/06	3272124	07/31/07
FIREWARE	U.S. Federal	78340092	12/12/03	3066639	03/07/06
	U.S. Federal	77788872	07/24/09	3760638	03/16/10
BORDERWARE SECURITY PLATFORM	U.S. Federal	77521757	07/14/08	3691210	10/06/09
	U.S. Federal	77199305	06/06/07	3705818	11/03/09
	U.S. Federal	77199299	06/06/07	3722834	12/08/09
LIVESECURITY	U.S. Federal	75758631	08/25/98	2538538	02/12/02
FIREBOX	U.S. Federal	75276483	04/17/97	2511322	11/27/01
WATCHGUARD	U.S. Federal	75267730	03/31/97	2194957	10/13/98
WATCHGUARD	U.S. Federal	75266844	03/31/97	2279763	09/21/99
BORDERWARE	U.S. Federal	74642634	03/06/95	2019834	11/26/96
FIREBOX	U.S. Federal	73544772	06/24/85	1404502	08/05/86