

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423247

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900399419		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUECAT NETWORKS (USA) INC.		03/21/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK CANADA BRANCH		
Street Address:	130 KING STREET WEST		
Internal Address:	SUITE 2140		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5X 1E4		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4887550	BLUECAT	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	PECSENYE@BLANKROME.COM		
Correspondent Name:	TIMOTHY D. PECSENYE		
Address Line 1:	BLANK ROME LLP		
Address Line 2:	ONE LOGAN SQUARE		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-17005		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	04/11/2017		
Total Attachments: 6			
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US TRADEMARK SECURITY AGREEMENT

This US TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of March, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK CANADA BRANCH ("PNC Canada"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 21, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Indigo Intermediate Holdings, Inc., a Delaware corporation ("Parent"), Indigo Acquisition Sub (Delaware), Inc., a Delaware corporation ("US Merger Sub"), to be merged with and into BlueCat Networks (USA) Inc. ("BlueCat USA" and in its capacity as successor by merger to US Merger Sub, the "US Borrower"), Indigo Acquisition Sub (Ontario), Inc., an Ontario corporation ("Canadian Borrower"), BlueCat Networks, Inc., an Ontario corporation, the lenders from time to time party thereto as lenders (each of such lenders, together with its successors and assigns, is referred to hereinafter as a "Lender" and, collectively, the "Lenders") and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain US Guaranty and Security Agreement, dated as of March 21, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure such Grantor's Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following (except for Excluded Assets), whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks listed on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR SECURED OBLIGATIONS. The Security Interest created hereby by each Grantor party hereto secures the payment and performance of such Grantor's Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations that would be owed by such Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an

original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BLUECAT NETWORKS (USA) INC., a Delaware corporation

By: 

Name: Michael Harris

Title: Chief Executive Officer and President


Signature Page to US Trademark Security Agreement

TRADEMARK
REEL: 006034 FRAME: 0149

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

PNC BANK CANADA BRANCH

By: 
Name: James Bruce
Title: Vice President

Signature Page to US Trademark Security Agreement

TRADEMARK
REEL: 006034 FRAME: 0150

SCHEDULE I
TO
US TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS/APPLICATIONS

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
BlueCat Networks (USA) Inc.	United States	BLUECAT (and design)	4,887,550	1/19/2016
BlueCat Networks (USA) Inc.	Canada	BLUECAT (and design)	TMA903,099	5/7/2015
BlueCat Networks (USA) Inc.	Canada	DDI ORCHESTRATION	TMA912,015	8/21/2015
BlueCat Networks (USA) Inc.	Canada	IPAM FOR EVERYONE	TMA754,634	12/4/2009
BlueCat Networks (USA) Inc.	Canada	IPAM INTELLIGENCE	TMA749,672	10/7/2009
BlueCat Networks (USA) Inc.	Canada	IPAM ORCHESTRATION	TMA911,913	8/20/2015
BlueCat Networks (USA) Inc.	Canada	PROTEUS	TMA755,145	12/11/2009
BlueCat Networks (USA) Inc.	Canada	PROTEUS CLOUD	TMA825,709	6/7/2012
BlueCat Networks (USA) Inc.	Canada	PROTEUS CLOUD SERVICES	TMA825710	6/7/2012