

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482345

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|---|---|------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Supplemental Security Agreement | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NaviSite LLC | | 07/03/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | The Bank of New York Mellon Trust Company, N.A. | | |
| Street Address: | 2 North LaSalle Street | | |
| Internal Address: | Suite 1020 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60602 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5410326 | NAVISITE | |
| Serial Number: | 87850617 | AMERICA'S JOB EXCHANGE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2024083141 | | |
| <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: | 2024083141 | | |
| Email: | jean.paterson@cscglobal.com | | |
| Correspondent Name: | CSC | | |
| Address Line 1: | 1090 Vermont Avenue, NW | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 304332-25 | | |
| NAME OF SUBMITTER: | Jean Paterson | | |
| SIGNATURE: | /jep/ | | |
| DATE SIGNED: | 07/18/2018 | | |
| Total Attachments: 5 | | | |
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Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of July 3, 2018, by NAVISITE LLC (the "Grantor"), in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Collateral Agreement, dated as of May 18, 2016 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Supplemental Trademark Security Agreement;

WHEREAS, pursuant to the Collateral Agreement, that certain Trademark Security Agreement, dated as of May 18, 2016, was recorded with the U.S. Patent and Trademark Office on May 18, 2016 at Reel/Frame 5795/0946; and

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor (subject to the last paragraph of Section 2 of the Collateral Agreement, collectively, the "Trademark Collateral"):

- (a) Trademarks of the Grantor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Trademark

Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Collateral Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Supplemental Trademark Security Agreement.

SECTION 5. Counterparts. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.

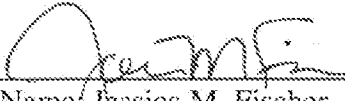
SECTION 6. Governing Law. This Supplemental Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Supplemental Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

NAVISITE LLC, as Grantor


By: 
Name: Jessica M. Fischer
Title: Senior Vice President - Finance
and Treasurer

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 006412 FRAME: 0169

Accepted and Agreed:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Collateral Agent

By: 
Name: Karen Yu
Title: Vice President

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

| | Owner | Trademark | Appl. No. Filing Date | Reg. No. Reg. Date |
|----|--------------|------------------|----------------------------------|-------------------------------|
| 1. | Navisite LLC | NAVISITE | 87308555 01/20/2017 | 5410326 02/27/2018 |

Trademark Applications:

| | Owner | Trademark | Appl. No. Filing Date |
|----|--------------|------------------------|----------------------------------|
| 1. | Navisite LLC | AMERICA'S JOB EXCHANGE | 87850617 03/26/2018 |