

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533400

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BlueCat Networks (USA) Inc.		07/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank Canada Branch		
Street Address:	130 King Street West		
Internal Address:	Suite 2140		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M5X 1E4		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87550749	BLUECAT DNS EDGE	
Serial Number:	87612869	BLUECAT DNS INTEGRITY	
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. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-17005		
DOMESTIC REPRESENTATIVE			
Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

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NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	07/24/2019
Total Attachments: 5 source=(121524250)_ (1)_ Supplement to US Trademark Security Agreement (PNC-BlueCat)#page1.tif source=(121524250)_ (1)_ Supplement to US Trademark Security Agreement (PNC-BlueCat)#page2.tif source=(121524250)_ (1)_ Supplement to US Trademark Security Agreement (PNC-BlueCat)#page3.tif source=(121524250)_ (1)_ Supplement to US Trademark Security Agreement (PNC-BlueCat)#page4.tif source=(121524250)_ (1)_ Supplement to US Trademark Security Agreement (PNC-BlueCat)#page5.tif	

SUPPLEMENT TO US TRADEMARK SECURITY AGREEMENT

This Supplement to US Trademark Security Agreement (this “Supplement”), dated as of July 23, 2019, is 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”).

BACKGROUND

A. This Supplement is being delivered in connection with (i) that certain Amended and Restated Credit Agreement dated as of July 23, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among Indigo Intermediate Holdings, Inc., a Delaware corporation, BlueCat Networks (USA) Inc., a Delaware corporation, 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 (ii) that certain US Trademark Security Agreement dated March 21, 2017 by Grantor in favor of Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “Trademark Security Agreement”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Credit Agreement.

B. Pursuant to the Credit Agreement and the Trademark Security Agreement, Grantor granted to Agent, for the benefit of Lenders, a continuing security interest in all of Grantor’s Trademark Collateral (as defined in the Trademark Security Agreement).

C. Subsequent to delivery of the Trademark Security Agreement, Grantor acquired certain additional trademarks and trademark applications set forth on Schedule I attached hereto and made part hereof (collectively, the “Additional Trademarks”).

D. Grantor and Agent desire to execute this Supplement for the purpose of granting, ratifying, and confirming Agent’s continuing security interest in the Additional Trademarks, as set forth more fully in the Trademark Security Agreement, and for recording in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby agrees as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement, the Trademark Security Agreement and the Loan Documents and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Grantor hereby grants to Agent, for the benefit of Lender Group and the Bank Product Providers, a continuing security interest in all of Grantor’s right, title and interest in and to (a) the Additional Trademarks, (b) all goodwill of the business connected with the use of, and symbolized by, each Additional Trademark, and (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for

past, present or future (i) infringement or dilution of any Additional Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Additional Trademark.

2. Grantor acknowledges and confirms that the rights and remedies of Agent with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Credit Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Trademark Security Agreement contained in the Credit Agreement or the Loan Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule I to the Trademark Security Agreement is hereby supplemented by the information contained on Schedule I attached hereto. All references to Schedule I contained in the Credit Agreement, Trademark Security Agreement or the Loan Documents shall be deemed, for all purposes, to also refer to and include Schedule I attached hereto.

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Credit Agreement and the Trademark Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile or PDF shall also bind the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

GRANTORS:

BLUECAT NETWORKS (USA) INC.

By: 

Name: Stephen Dewlo

Title: Chief Financial Officer and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

PNC BANK CANADA BRANCH

By: _____

Name: _____

Title: _____



David D'Cruz
Vice President PNC Bank Canada Branch

SCHEDULE I

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Jurisdiction	Serial No. / Filing Date	Registration No. / Filing Date
BLUECAT DNS EDGE	U.S.	87550749 / 08/01/2017	N/A
BLUECAT DNS INTEGRITY	U.S.	87612869 / 09/18/2017	N/A
BLUECAT DNS EDGE	Canada	App. No. 1846966 07/04/2017	N/A
BLUECAT DNS INTEGRITY	Canada	App. No. 1858804 09/15/2017	N/A