

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SYNCHRONOSS TECHNOLOGIES, INC.		10/04/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A., as Administrative Agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2623426	ACTIVATIONNOW	
Registration Number:	3392655	CONVERGENCENOW	
Registration Number:	4290820	INTERCONNECTNOW	
Registration Number:	2699612		
Registration Number:	2692360	PERFORMANCEPARTNER	
Registration Number:	4277986	SPATIALINFO CLEARING THE NETWORK CLOUD	
Registration Number:	4048796	SPATIALNET	
Registration Number:	4048800	SPATIALOFFLINE	
Registration Number:	4048799	SPATIALWEB	
Registration Number:	3826529	SPEECHCYCLE	
Registration Number:	2519810	SYNCHRONOSS	
Registration Number:	4980697	SYNCHRONOSS MOBILE CONTENT TRANSFER	
Registration Number:	4980696	SYNCHRONOSS MOBILE CONTENT TRANSFER	
Registration Number:	4980584	SYNCHRONOSS PERSONAL CLOUD	
Registration Number:	4980565	SYNCHRONOSS WORKSPACE	
Registration Number:	4960662	INTEGRATED LIFE	
CORRESPONDENCE DATA			
Fax Number:	7045032622		

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TRADEMARK

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.

Phone: 7045032600
Email: msheehan@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 300 S. Tryon St., Ste 1700
Address Line 2: Attn: Moira Sheehan
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18588.515058
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NAME OF SUBMITTER:	Moira Sheehan
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SIGNATURE:	/Moira Sheehan/
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DATE SIGNED:	10/29/2019
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 4, 2019 (as amended, restated, supplemented or otherwise modified, this "Agreement"), among SYNCHRONOSS TECHNOLOGIES, INC., a Delaware corporation (the "Borrower"), each Subsidiary party hereto as of the date hereof (collectively, the "Subsidiaries" and together with the Borrower, the "Grantors") and CITIZENS BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of October 4, 2019 among the Borrower, the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of October 4, 2019, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

all reissues, continuations, extensions and renewals thereof and amendments thereto,

all goodwill associated therewith or symbolized by any of the foregoing,

all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.


5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

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

SYNCHRONOSS TECHNOLOGIES, INC.

By:


Name: David Clark
Title: Chief Financial Officer

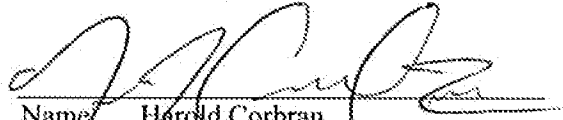
[Signature Page to Trademark Security Agreement]

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

CITIZENS BANK, N.A., as Administrative Agent

By:



Name: Harold Corbran
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
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SCHEDULE I

TRADEMARKS

Trademark	Owner	Serial No. / Date	Registration No. / Date
ACTIVATIONNOW	SYNCHRONOSS TECHNOLOGIES, INC.	76/160,606 / 11/7/2000	2,623,426 / 9/24/2002
CONVERGENCENOW	SYNCHRONOSS TECHNOLOGIES, INC.	77/135,385 / 3/20/2007	3,392,655 / 3/4/2008
INTERCONNECTNOW	SYNCHRONOSS TECHNOLOGIES, INC.	85/130,024 / 11/15/2010	4,290,820 / 2/19/2013
MISCELLANEOUS DESIGN	SYNCHRONOSS TECHNOLOGIES, INC.	76/303,869 / 8/24/2001	2,699,612 / 3/25/2003
PERFORMANCEPARTNER	SYNCHRONOSS TECHNOLOGIES, INC.	76/303,841 / 8/24/2001	2,692,360 / 3/4/2003
SPATIALINFO CLEARING THE NETWORK CLOUD	SYNCHRONOSS TECHNOLOGIES, INC.	85285089 / 4/4/2011	4277986 / 1/22/2013
SPATIALNET	SYNCHRONOSS TECHNOLOGIES, INC.	85285101 / 4/4/2011	4048796 / 11/1/2011
SPATIALOFFLINE	SYNCHRONOSS TECHNOLOGIES, INC.	85285118 / 4/4/2011	4048800 / 11/1/2011
SPATIALWEB	SYNCHRONOSS TECHNOLOGIES, INC.	85285113 / 4/4/2011	4048799 / 11/1/2011
SPEECHCYCLE	SYNCHRONOSS TECHNOLOGIES, INC.	78/922,827 / 5/7/2006	3,826,529 / 7/27/2010
SYNCHRONOSS	SYNCHRONOSS TECHNOLOGIES, INC.	76/160,607 / 11/7/2000	2,519,810 / 12/18/2001
SYNCHRONOSS MOBILE CONTENT TRANSFER	SYNCHRONOSS TECHNOLOGIES, INC.	86441837 / 10/31/2014	4980697 / 6/21/2016
SYNCHRONOSS MOBILE CONTENT TRANSFER	SYNCHRONOSS TECHNOLOGIES, INC.	86441825 / 10/31/2014	4980696 / 6/21/2016
SYNCHRONOSS PERSONAL CLOUD	SYNCHRONOSS TECHNOLOGIES, INC.	86227977 / 3/21/2014	4980584 / 6/21/2016

SYNCHRONOSS WORKSPACE	SYNCHRONOSS TECHNOLOGIES, INC.	86153931 / 12/30/2013	4980565 / 6/21/2016
INTEGRATED LIFE	SYNCHRONOSS TECHNOLOGIES, INC.	86153930 / 12/30/2013	4960662 / 5/17/2016
SPATIALOFFLINE	SYNCHRONOSS TECHNOLOGIES, INC.	85285118 / 4/4/2011	4048800 / 11/1/2011
SPATIALWEB	SYNCHRONOSS TECHNOLOGIES, INC.	85285113 / 4/4/2011	4048799 / 11/1/2011