

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600931

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
eTorch Inc.		10/01/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	4 Chase Metrotech Center		
Internal Address:	MC: NY1-C413		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5149823	MAILCONTROL	
Registration Number:	6088869	CODEBREAKER	
Registration Number:	5976840	SILENCER	
Registration Number:	6088870	MESSAGECONTROL	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	10/02/2020		
Total Attachments: 6			

OP \$115.00 5149823

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 1, 2020, is made by ETORCH INC., a Delaware corporation, (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 23, 2018 (as amended by that certain Amendment No. 1, dated as of June 12, 2020, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among MIMECAST LIMITED, a public company incorporated in Jersey with registration number 119119, as borrower, certain of its subsidiaries from time to time party thereto, as guarantors, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders agreed to extend credit and make certain financial accommodations to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor and the Administrative Agent have entered into that certain Joinder to the Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement Joinder");and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement Joinder, the Grantor is required to execute and deliver to the Administrative Agent this 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or Security Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all extensions and renewals of the foregoing;

(c) all goodwill connected with the use of, and symbolized by, each such Trademark;

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. COLLATERAL AGREEMENTS. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Collateral Agreements. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and either the Security Agreement or the UK Debenture, the Security Agreement or UK Debenture shall control, as applicable. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and the Grantors.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement and/or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. As used herein, "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

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

GRANTOR:

ETORCH INC.

By: _____



Name: Robert P. Nault

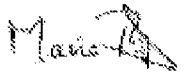
Title: Secretary

[Signature Page to U.S. Trademark Security Agreement]

TRADEMARK
REEL: 007086 FRAME: 0637

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent




By: _____

Name: MARIA RIAZ
Title: VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

<u>Grantor / Registered Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Date</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
eTorch Inc.	<i>m@ilcontrol</i>	US	6/3/2016	87060233	2/28/2017	5149823
eTorch Inc.	CODEBREAKER	US	7/21/2019	88526293	6/30/2020	6088869
eTorch Inc.	SILENCER	US	7/21/2019	88526294	2/4/2020	5976840
eTorch Inc.	 MessageControl	US	7/21/2019	88526295	6/30/2020	6088870