

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BlueCat Networks (USA) Inc.		11/02/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank Canada Branch		
Street Address:	130 King Street West		
Internal Address:	Suite 205		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1E4		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4887550	BLUECAT	
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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (074658-17005 ND)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-17005		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	11/23/2020		
Total Attachments: 6			

OP \$90.00 4887550

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 2, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of PNC Bank Canada Branch as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

WHEREAS, BlueCat Networks (USA) Inc. is party to the U.S. Security Agreement, dated as of November 2, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or which such Grantor at any time in the future may own or acquire (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the CIPO, the USPTO or any similar offices in any state of the United States, Canada or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill connected with the use of and symbolized thereby, including any of the foregoing listed in Schedule A;
- (ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto and acceptance thereof by the USPTO, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of or void any registration that issues from such intent-to-use application under applicable federal law. Intent-to-use trademark applications are included on Schedule A with an indication that they are “Pending ITU.”

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm 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 Security 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

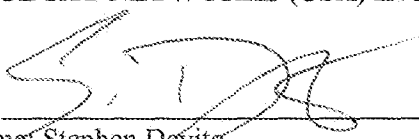
SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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


BLUECAT NETWORKS (USA) INC.

By: 
Name: Stephen Devito
Title: Chief Financial Officer

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

TRADEMARK
REEL: 007113 FRAME: 0536

PNC BANK CANADA BRANCH, as Collateral Agent

By: 
Name: James Bruce
Title: Senior Vice President

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

TRADEMARK
REEL: 007113 FRAME: 0537

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES

Registrations.

Trademark	Registration No.	Registration Date	Loan Party
BLUECAT (and design)	4,887,550	01/19/2016	BlueCat Networks (USA) Inc.

Applications.

Trademark	Serial No.	Application Date	Loan Party
BLUECAT DNS EDGE	87550749	08/01/2017	BlueCat Networks (USA) Inc.
BLUECAT DNS INTEGRITY	87612869	09/18/2017	BlueCat Networks (USA) Inc.

CANADA

Registrations.

Trademark	Registration No./ Application No.	Registration Date	Loan Party
IPAM ORCHESTRATION	TMA911913 App. No. 1590499	2015-08-20	BlueCat Networks (USA) Inc.
BlueCat & Design	TMA903099 App. No. 1648194	2015-05-07	BlueCat Networks (USA) Inc.
DDI ORCHESTRATION	TMA912015 App. No. 1590500	2015-08-21	BlueCat Networks (USA) Inc.
PROTEUS CLOUD	TMA825709 App. No. 1487544	2012-06-07	BlueCat Networks (USA) Inc.

Trademark	Registration No./ Application No.	Registration Date	Loan Party
PROTEUS CLOUD SERVICES	TMA825710 App. No. 1487545	2012-06-07	BlueCat Networks (USA) Inc.
PROTEUS	TMA755145 App. No. 1387816	2009-12-11	BlueCat Networks (USA) Inc.
IPAM FOR EVERYONE	TMA754634 App. No. 1387984	2009-12-04	BlueCat Networks (USA) Inc.
IPAM INTELLIGENCE	TMA749672 App. No. 1387982	2009-10-07	BlueCat Networks (USA) Inc.

Applications.

Trademark	Serial No.	Application Date	Loan Party
BLUECAT DNS INTEGRITY	App. No. 1858804	2017-09-15	BlueCat Networks (USA) Inc.
BLUECAT DNS EDGE	App. No. 1846966	2017-07-04	BlueCat Networks (USA) Inc.