# OP \$90.00.00 4250141

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Assignment ID: TMI1471 Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:ASSIGNMENT OF FIRST LIEN SECURITY INTEREST IN TRADEMARK<br/>COLLATERAL

# **CONVEYING PARTY DATA**

| Name                                 | Formerly | Execution Date | Entity Type                             |
|--------------------------------------|----------|----------------|-----------------------------------------|
| Credit Suisse AG, New York<br>Branch |          | 02/02/2024     | Aktiengesellschaft (Ag):<br>SWITZERLAND |

### **RECEIVING PARTY DATA**

| Company Name:     | JPMorgan Chase Bank, N.A.                          |  |
|-------------------|----------------------------------------------------|--|
| Street Address:   | 500 Stanton Christiana Road                        |  |
| Internal Address: | NCC5 Floor 1                                       |  |
| City:             | Newark                                             |  |
| State/Country:    | NEW JERSEY                                         |  |
| Postal Code:      | 19713                                              |  |
| Entity Type:      | National Banking Association: DISTRICT OF COLUMBIA |  |

## **PROPERTY NUMBERS Total: 3**

| Property Type        | Number  | Word Mark   |
|----------------------|---------|-------------|
| Registration Number: | 4250141 | TRACELYTICS |
| Registration Number: | 5252397 | SOLARWINDS  |
| Registration Number: | 5252398 | GEEKBUILT.  |

## **CORRESPONDENCE DATA**

**Fax Number:** 2127514864

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:** 2129061209

Email: jess.bajada-bartlett@lw.com
Correspondent Name: Mrs. Jessica Bajada-Bartlett
Address Line 1: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

| NAME OF SUBMITTER: | Jessica Bajada-Bartlett |
|--------------------|-------------------------|
| SIGNATURE:         | Jessica Bajada-Bartlett |
| DATE SIGNED:       | 02/05/2024              |

**Total Attachments: 4** 

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# ASSIGNMENT OF FIRST LIEN SECURITY INTEREST IN TRADEMARK COLLATERAL

This ASSIGNMENT OF FIRST LIEN SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Assignment"), dated as of February 2, 2024, is entered into by and between CREDIT SUISSE AG, NEW YORK BRANCH ("Assignor") and JPMORGAN CHASE BANK, N.A. ("Assignee"). All capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Trademark Security Agreement (as defined below), whether directly therein, or by reference to another agreement.

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of February 5, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Librato, Inc. and SolarWinds Worldwide, LLC (each a "Pledgor," and together the "Pledgors"), Credit Suisse AG, Cayman Islands Branch (the "Original Agent") and certain other parties, Pledgors executed and delivered that certain First Lien Trademark Security Agreement, dated as of March 12, 2018 (the "Trademark Security Agreement"), pursuant to which each Pledgor pledged and granted to the Original Agent, for the ratable benefit of the Secured Parties, a Lien on and security interest in and to (the "Security Interest") all of such Pledgor's right, title and interest in, to and under the Trademark Collateral of such Pledgor, including the registered trademarks of such Pledgor listed on Schedule I hereto;

WHEREAS, the Original Agent recorded the Trademark Security Agreement with the United States Patent and Trademark Office ("USPTO") on March 12, 2018 at Reel/Frame 6290/0058;

WHEREAS, Assignor succeeded the Original Agent as Collateral Agent, and in accordance therewith, the Original Agent assigned the Trademark Security Agreement, together with its Security Interest in the Trademark Collateral of each Pledgor, to Assignor pursuant to an Assignment of First Lien Security Interest in Trademark Collateral, dated December 27, 2022, which was recorded in the USPTO on December 27, 2022 at Reel/Frame 7930/0950;

WHEREAS, pursuant to that certain Resignation and Appointment Agreement, by and among Assignor, as Existing Agent (as defined therein), and Assignee, as Successor Agent (as defined therein), Assignor has resigned as collateral agent, and Assignee has been appointed as Successor Agent, and accordingly Assignor has assigned to Assignee, and Assignee has assumed, all of Assignor's rights and obligations under the Security Agreement and the Trademark Security Agreement and the security interests granted thereunder; and

WHEREAS, Assignor and Assignee desire to confirm the foregoing assignment and assumption in this Assignment for purposes of recording it with the USPTO.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in, to and under, the Trademark Collateral and the Trademark Security Agreement, including, without limitation, its Security Interest in the Trademark Collateral. The foregoing Assignment is made without recourse, representations or warranties of any kind.

[Signature Pages Follow]

# IN WITNESS WHEREOF, Assignor has duly executed this ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL as of the date first above written.

CREDIT SUISSE AG, NEW YORK BRANCH,

as Assignor

Name: Vipul Dhadda

Title: Authorized Signatory

Name: Andrew Senicki

Title: Authorized Signatory

# **ACCEPTANCE AND ASSUMPTION**

Assignee, as successor collateral agent, accepts and assumes the foregoing Assignment.

DATED as of the 2nd day of February, 2024.

JPMORGAN CHASE BANK, N.A. as Assignee

By: Zachary Quan Title: Vice President

[Signature Page to Assignment of First Lien Security Interest in Trademark Collateral]

# **SCHEDULE I**

# **United States Trademark Registrations:**

| OWNER LINE                | TITLE       | REGISTRATION<br>NUMBER |
|---------------------------|-------------|------------------------|
| Librato, Inc.             | TRACELYTICS | 4250141                |
|                           |             |                        |
| SolarWinds Worldwide, LLC | SOLARWINDS  | 5252397                |
|                           |             |                        |
| SolarWinds Worldwide, LLC | GEEKBUILT.  | 5252398                |
|                           |             |                        |

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**RECORDED: 02/05/2024**