

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bomgar Corporation		08/22/2013	CORPORATION: MISSISSIPPI

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	One Boston Place, Suite 1800
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3558116	BOMGAR
Registration Number:	4321476	BOMGAR
Registration Number:	3558117	BOMGAR BOX
Registration Number:	4321475	BOMGAR BOX
Registration Number:	4136640	BOMGAR BUTTON
Registration Number:	4321474	BOMGAR BUTTON
Registration Number:	4321473	B
Registration Number:	3800713	B
Registration Number:	4132946	BOMGAR EMBASSY
Registration Number:	4050969	ENTERPRISE REMOTE SUPPORT
Registration Number:	2999354	NETWORKSTREAMING
Registration Number:	3558122	THE BOX THAT'S REVOLUTIONIZING REMOTE SU
Registration Number:	3697322	REMOTE SUPPORT APPLIANCE
Registration Number:	4321472	BOMGAR ATLAS TECHNOLOGY

OP \$515.00 3558116

Registration Number:	4321506	BOMGAR ANALYTICS
Registration Number:	4250651	JUMPOINT
Registration Number:	3715782	JUMPOINT
Registration Number:	4321471	BOMGAR ATLAS CLUSTER
Serial Number:	85490387	BOMGAR UNIVERSITY
Serial Number:	85490396	U BOMGAR BOMGAR UNIVERSITY

CORRESPONDENCE DATA

Fax Number: 3123322196
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312.863.7266
Email: justin.debruyne@goldbergkohn.com
Correspondent Name: Justin DeBruyne
Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.349
NAME OF SUBMITTER:	Justin DeBruyne
Signature:	/justin debruyne/
Date:	08/22/2013

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of August, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), 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").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 22, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Bomgar Corporation, a Mississippi corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of August 22, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as

the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by

different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

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

GRANTORS:

BOMGAR CORPORATION, a Mississippi corporation

By: 
Name: JOEL BOMGAARS
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005096 FRAME: 0655

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

GRANTORS:

BOMGAR CORPORATION, a Mississippi corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: Stephen Carl
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005096 FRAME: 0656

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Bomgar Corporation	3,558,116	BOMGAR
Bomgar Corporation	4,321,476	BOMGAR
Bomgar Corporation	3,558,117	BOMGAR BOX
Bomgar Corporation	4,321,475	BOMGAR BOX
Bomgar Corporation	4,136,640	BOMGAR BUTTON
Bomgar Corporation	4,321,474	BOMGAR BUTTON
Bomgar Corporation	4,321,473	"B" Stylized and Design
Bomgar Corporation	3,800,713	B
Bomgar Corporation	4,132,946	BOMGAR EMBASSY
Bomgar Corporation	4,050,969	ENTERPRISE REMOTE SUPPORT
Bomgar Corporation	2,999,354	NETWORKSTREAMING
Bomgar Corporation	3,558,122	THE BOX THAT'S REVOLUTIONIZING REMOTE SUPPORT
Bomgar Corporation	3,697,322	REMOTE SUPPORT APPLIANCE
Bomgar Corporation	4,321,472	BOMGAR ATLAS TECHNOLOGY
Bomgar Corporation	4,321,506	BOMGAR ANALYTICS
Bomgar Corporation	4,250,651	JUMPOINT
Bomgar Corporation	3,715,782	JUMPOINT
Bomgar Corporation	4,321,471	BOMGAR ATLAS CLUSTER

OWNER	APPLICATION NUMBER	TRADEMARK
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Applications:

Bomgar Corporation	85/490,387	BOMGAR UNIVERSITY
Bomgar Corporation	85/490,396	BOMGAR UNIVERSITY DESIGN

OTHER TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Bomgar Corporation	TMA827359	Canada	BOMGAR
Bomgar Corporation	TMA826768	Canada	BOMGAR BOX
Bomgar Corporation	TMA828217	Canada	JUMPOINT
Bomgar Corporation	TMA827897	Canada	REMOTE SUPPORT APPLIANCE
Bomgar Corporation	011792975	European Community	"B" square edges
Bomgar Corporation	009947185	European Community	BOMGAR
Bomgar Corporation	009947326	European Community	BOMGAR BUTTON

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Bomgar Corporation	1460110	Canada	"B" square edges
Bomgar Corporation	1625597	Canada	"B" rounded edges
Bomgar Corporation	009947268	European Community	JUMP
Bomgar Corporation	009947235	European Community	"B" rounded edges
Bomgar Corporation	1,460,118	Canada	JUMP
Bomgar Corporation	1,460,113	Canada	JUMP TECHNOLOGY

Trade Names

Bomgar Corporation
Bomgar UK Ltd.

Common Law Trademarks

N/A

Trademarks Not Currently In Use

N/A

Trademark Licenses

N/A