

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the to remove trademark application 85347386 (TUPELO) replacing it with trademark application 85347486 (GFI MAILDEFENSE SUITE) previously recorded on Reel 004641 Frame 0662. Assignor(s) hereby confirms the Security Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GFI Software Ltd		09/14/2011	International Business Company: BRITISH VIRGIN ISLANDS
GFI Software (Florida) Inc.		09/14/2011	CORPORATION: FLORIDA
VIPRE Software, Inc. (n/k/a GFI Software (Florida) Inc.		09/14/2011	CORPORATION: FLORIDA
HoundDog Technology Limited		09/14/2011	Company Limited by Shares: UNITED KINGDOM
TeamViewer GMBH		09/14/2011	LIMITED LIABILITY COMPANY: GERMANY

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	270 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85347486	GFI MAILDEFENSE SUITE

CORRESPONDENCE DATA

Fax Number: 8668265420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 301-638-0511

OP \$40.00 85347486

Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-38880
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/16/2013

Total Attachments: 18
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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GFI Software LTD		09/14/2011	INTERNATIONAL BUSINESS COMPANY: BRITISH VIRGIN ISLANDS
GFI SOFTWARE (FLORIDA), INC.		09/14/2011	CORPORATION: FLORIDA
VPRE SOFTWARE, INC. (N.K.A. GFI SOFTWARE (FLORIDA), INC.)		09/14/2011	CORPORATION: FLORIDA
TEAMVIEWER GMBH		09/14/2011	LIMITED LIABILITY COMPANY: GERMANY
HOUNDDOG TECHNOLOGY LIMITED		09/14/2011	COMPANY LIMITED BY SHARES: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	270 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	BANK: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2582333	GFI
Registration Number:	2695818	GFI
Registration Number:	2774369	LANGUARD
Registration Number:	2229723	FAXMAKER
Registration Number:	2845033	GFIMAILSECURITY
Registration Number:	3926367	CLEARCLOUD
Registration Number:	3595400	VIPRE
Registration Number:	3024572	SERVERVISION

TRADEMARK

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Registration Number:	3199870	COUNTERSPY
Registration Number:	3906382	COUNTERSPY
Serial Number:	78796706	HOUNDDOG
Serial Number:	85316645	GFI MAILESENTIALS
Serial Number:	85316662	GFI MAX REMOTEMANAGEMENT
Serial Number:	85316637	GFI EVENTSMANAGER
Serial Number:	85316599	GFI MAILARCHIVER
Serial Number:	85347490	GFI NETWORK SERVER MONITOR
Serial Number:	85347492	GFI WEBMONITOR
Serial Number:	85347484	GFI BACKUP
Serial Number:	85347386	TUPELO
Serial Number:	88347487	
Serial Number:	85137917	VIPRE ANTIVIRUS

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37386
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	10/12/2011

Total Attachments: 10
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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of September 14, 2011 (this "Agreement"), among GFI Software S.à r.l., a Luxembourg *société à responsabilité limitée*, incorporated and existing under the laws of the Grand-Duchy of Luxembourg, registered with the Luxembourg register of trade and companies under number B147127 and having a share capital of €1,105,788.06 ("Holdings"), TV GFI Holding Company S.à r.l., a Luxembourg *société à responsabilité limitée*, incorporated and existing under the laws of the Grand-Duchy of Luxembourg, registered with the Luxembourg register of trade and companies under number B156413 and having a share capital of €25,000 (the "Borrower") that is a direct wholly owned subsidiary of Holdings, the Subsidiary Grantors listed on the signature pages hereto (collectively, together with Holdings and the Borrower, the "Grantors") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of September 14, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, the Lenders party thereto and JPMCB, as Administrative Agent and (b) the U.S. Collateral Agreement dated as of September 14, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other Grantors from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have extended, and have agreed to extend, credit to the Borrower on the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower under the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, or to

or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all letters patent of the United States of America, all registrations and recordings thereof and all applications for letters patent of the United States of America, including registrations and recordings and pending applications in the United States Patent and Trademark Office (the "PTO"), including, in the case of any Grantor, any of those set forth next to its name on Schedule I;

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) 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, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registrations and recording applications filed in connection therewith, including registrations, recordings and applications in the PTO, and all extensions or renewals thereof, including, in the case of any Grantor, any of those set forth next to its name on Schedule II, but excluding any U.S. intent-to-use application, unless and until a State of Use or Amendment to Allege Use has been accepted by the PTO;

(d) all goodwill associated therewith or symbolized thereby; and

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

SECTION 3. Collateral 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 Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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

GFI SOFTWARE LTD, a British Virgin Islands international business company

By 
Name: Daniel Kossmann
Title: Chief Financial Officer

GFI SOFTWARE (FLORIDA) INC.

By 
Name: Daniel Kossmann
Title: Chief Financial Officer

TEAMVIEWER GMBH

By _____
Name: Holger Felgner
Title: Managing Director

HOUNDBOG TECHNOLOGY LIMITED

By 
Name: Daniel Kossmann
Title: Chief Financial Officer

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005096 FRAME: 0667

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

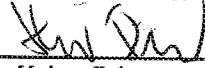
GFI SOFTWARE LTD, a British Virgin Islands international business company

By _____
Name: Daniel Kossmann
Title: Chief Financial Officer

GFI SOFTWARE (FLORIDA) INC.

By _____
Name: Daniel Kossmann
Title: Chief Financial Officer

TEAMVIEWER GMBH

By  _____
Name: Holger Felgner
Title: Managing Director

HOUNDDOG TECHNOLOGY LIMITED

By _____
Name: Daniel Kossmann
Title: Chief Financial Officer

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

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

by



Name:

Title:

David F. Gibbs
Managing Director

[[3295968]]

SCHEDULE I

Patents

U.S. Patents

None.

U.S. Patent Applications

<u>Registered Owner</u>	<u>Title</u>	<u>App. No.</u>	<u>Date Filed</u>	<u>Description</u>
GFI Software (Florida) Inc.	Malware detection method system & computer product	12/717,325	4/3/2010	Patent directed to detecting malicious software (i.e. malware), in particular to real – time behavior detection of malware

SCHEDULE II

Trademarks

U.S. Trademark Registrations

<u>Registered Owner</u>	<u>Mark</u>	<u>Brief Description</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
1. GFI Software LTD	GFI Logo	Design – b/w	USA	2582333	6/18/2002
2. GFI Software LTD	GFI	Word – b/w	USA	2695818	3/11/2003
3. GFI Software LTD	Languard	Word – b/w	USA	2774369	10/21/2003
4. GFI Software LTD	Faxmaker	Word – b/w	USA	2229723	3/2/1999
5. GFI Software LTD	GFI Mailsecurity	Stylized words – b/w	USA	2845033	5/25/2004
6. GFI Software (Florida) Inc.	Clearcloud	Word – b/w	USA	3926367	3/1/2011
7. GFI Software (Florida) Inc.	Vipre	Word – b/w	USA	3595400	3/24/2009
8. GFI Software (Florida) Inc.	Servervision	Word – b/w	USA	3024572	6/12/2005
9. VIPRE Software, Inc. (n/k/a GFI Software (Florida) Inc)	Vipre Antivirus	Design words – b/w	USA	(PR)3595400	03/24/2009
10. GFI Software (Florida) Inc.	Counterspy	Word – b/w	USA	3199870	1/16/2007
11. GFI Software (Florida) Inc.	Counterspy	Word – b/w	USA	3906382	1/18/2011
12. HoundDog Technology Limited	HoundDog	Character mark – b/w	USA	78796706	12/19/2006

Registered Owner	Mark	Brief Description	Country	Registration Number	Registration Date
13. TeamViewer GmbH	Teamviewer	Word – b/w	USA	3076963	04/04/2006 (Priority date 09/22/2004)
14. TeamViewer GmbH	Dyngate	Word – b/w	USA	3079971	04/11/2006 (Priority date 09/22/2004)

U.S. Trademark Applications

Owner	Mark	Brief Description	Country	Application Number	Date Filed
1. GFI Software LTD	GFI Maillessentials	Word – b/w	USA	85316645	5/10/2011
2. GFI Software LTD	GFI Maxremotemanagement	Word – b/w	USA	85316662	5/10/2011
3. GFI Software LTD	GFI Eventsmanager	Words – b/w	USA	85316637	5/10/2011
4. GFI Software LTD	GFI Mailarchiver	Words – b/w	USA	85316599	5/10/2011
5. GFI Software LTD	GFI Network Server Monitor	Words – b/w	USA	85347490	06/16/2011
6. GFI Software LTD	GFI Webmonitor	Words – b/w	USA	85347492	06/16/2011
7. GFI Software LTD	GFI Backup	Words – b/w	USA	85347484	06/15/2011
8. GFI Software LTD	GFI Maildefensesuite	Words – b/w	USA	85347386 85347480	06/15/2011
9. GFI Software LTD	GFI Max mailprotection	Words – b/w	USA	85347487	06/15/2011

RECORDED: 10/13/2011

RECORDED: 08/16/2013

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