

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in US Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HarbourVest Partners II, LLC		02/04/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3511454	HARBOURVEST	
Registration Number:	2186038	HARBOURVEST PARTNERS	
Registration Number:	3498868	HV	
CORRESPONDENCE DATA			
Fax Number:	917777373		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-735-3000		
Email:	andrew.patrick@skadden.com		
Correspondent Name:	Skadden Arps Slate Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Adam Greenberg, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	217730/2352		

NAME OF SUBMITTER:	Adam Greenberg
Signature:	/Adam Greenberg/
Date:	02/13/2014
Total Attachments: 6 source=HBV Trademark SA#page1.tif source=HBV Trademark SA#page2.tif source=HBV Trademark SA#page3.tif source=HBV Trademark SA#page4.tif source=HBV Trademark SA#page5.tif source=HBV Trademark SA#page6.tif	

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN U.S. TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS, dated as of February 4, 2014 (this "*Agreement*"), among HARBOURVEST PARTNERS II, LLC, a Delaware limited liability company located at One Financial Center, 44th Floor, Boston, Massachusetts 02111 ("*Grantor*"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, a bank located at Eleven Madison Avenue, New York, New York 10010 ("*CS*"), as collateral agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the Amended and Restated Guarantee and Collateral Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), among HarbourVest Partners L.P. (the "*Borrower*"), HarbourVest Partners, LLC ("*HVP*"), Grantor and the other Subsidiary Guarantors from time to time party thereto and the Collateral Agent and (b) the Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, HVP, the Lenders party thereto, and CS, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrower upon the terms and conditions specified in the Credit Agreement. The obligations of the Lenders to extend credit to the Borrower are conditioned upon, among other things, the execution and delivery of this Agreement. Grantor is an affiliate of the Borrower, will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver the Guarantee and Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Guarantee and Collateral Agreement, Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Confirmation of Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor hereby confirms the grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, of a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

- (a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos,

other source or business identifiers, all registrations thereof, and all registrations and pending applications thereof, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office), and all extensions or renewals thereof, including those listed on Schedule I;

(b) all goodwill connected with the use thereof and symbolized thereby;

(c) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, in no event shall the Security Collateral include, and Grantor shall not be deemed to have granted a Security Interest in, any of Grantor's right, title or interest in (A) any asset or property right of Grantor of any nature if the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of such asset or property right or Grantor's loss of use of such asset or property right, (ii) a breach, termination or default under any lease, license, contract, instrument or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity) to which Grantor is party or (iii) any intent-to-use United States trademark or service mark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been accepted by the United States Patent and Trademark Office, to the extent that the grant of the Security Interest therein prior to such time would result in the invalidity or unenforceability of any such application or the resulting registration; and (B) any asset or property right of Grantor of any nature to the extent that any applicable law or regulation prohibits the creation of a security interest thereon (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law, or principles of equity), and (C) any Equity Interests excluded from the definition of "Pledged Equity"; *provided, however*, that the Security Interest shall attach to any and all (I) monies due or to become due in respect of such asset or property right or (II) Proceeds from the sale, transfer, assignment, license, lease or other disposition of such asset or property right; and *provided, further*, that the Security Interest shall attach, immediately at such time as and to the extent severable, to any portion of such asset or property right that does not result or no longer results in any of the consequences specified in clauses (i), (ii) and/or (iii) above.

SECTION 3. Recordation. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and

Trademark Office. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Guarantee and Collateral Agreement. The confirmation herein of the security interests granted to the Collateral Agent in the Guarantee and Collateral Agreement is made in furtherance, and not in limitation, of such Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and 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 irreconcilable conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. 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, and shall become effective as provided in Section 7.04 of the Guarantee and Collateral Agreement. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Further Assurances. Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm the grant of security interest in and to the Trademark Collateral.

SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS as of the day and year first above written.

HARBOURVEST PARTNERS II, LLC

By: HarbourVest Partners L.P., its sole member

By: HarbourVest Partners, LLC, its general partner

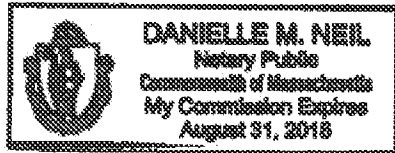
By: *Martha D. Vorlicek*

Name: Martha D. Vorlicek

Title: Managing Director

Subscribed and sworn to before me
this 31 day of June, 2014
in Boston, Massachusetts

Danielle M. Neil
Notary Public

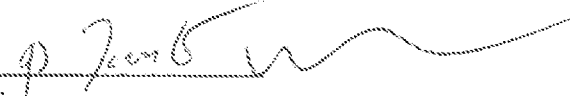


[Trademark Security Agreement]

TRADEMARK
REEL: 005215 FRAME: 0752

Acknowledged and Agreed by:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By: 
Name: |
Title: JOHN D. TORONTO WHITNEY GASTON
AUTHORIZED SIGNATORY AUTHORIZED SIGNATORY

[Notice and Confirmation of Trademark Security Agreement]

**SCHEDULE I TO
NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST
IN U.S. TRADEMARKS**

U.S. Trademark Registrations

Country	Trademark	Application Number/ (Date)	Registration Number/ (Date)
United States	HARBOURVEST	77/392,474 (08-Feb-2008)	3,511,454 (07-Oct-2008)
United States	HARBOURVEST PARTNERS	75/378,568 (24-Oct-1997)	2,186,038 (01-Sep-1998)
United States	HV (and design)	77/392,503 (08-Feb-2008)	3,498,868 (09-Sep-2008)

U.S. Trademark Applications

None.