

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GroupLogic, Inc.		02/21/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	OBSIDIAN AGENCY SERVICES, INC.		
Street Address:	2951 28th Street, Suite 1000		
City:	SANTA MONICA		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3863556	EXTREMEZ-IP	
Registration Number:	3072489	GROUPLOGIC	
Registration Number:	1906365	GROUPLOGIC	
Registration Number:	2205076	MASSTRANSIT	
Registration Number:	4155147	MOBILECHO	
Registration Number:	3504930	ZIDGET	
Serial Number:	85456502	ACTIVECHO	
Serial Number:	85251707	CLOUDECHO	
Serial Number:	85264145	ECHONAS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	lrizzo@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	601 S. Figueroa Street, 30th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	37773.10200		
NAME OF SUBMITTER:	Chris L. Holm		
SIGNATURE:	/Chris L. Holm/		

CH \$240.00 3863556

TRADEMARK

DATE SIGNED:	03/14/2014
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Total Attachments: 9

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Trademark Security Agreement

Trademark Security Agreement, dated as of February 21, 2014, by ACRONIS INTERNATIONAL GMBH, GROUPLAGIC, INC., and ACRONIS, INC. (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of OBSIDIAN AGENCY SERVICES, INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement, dated as of February 21, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “GCA”), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and mortgage on all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- A. all Trademarks and Trademark Licenses of such Grantor listed on Schedule I attached hereto;
- B. all goodwill associated with such Trademarks and Trademark Licenses;
- C. all Proceeds of any and all of the foregoing; and
- D. all rights to sue for past, present or future infringements thereof.

Notwithstanding anything to the contrary contained in clauses A, B, C and D above, the security interest created by this Trademark Security Agreement shall not extend to any Collateral excluded from the GCA.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the GCA, 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 Trademark Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the GCA, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

In Witness Whereof, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ACRONIS INTERNATIONAL GMBH

By: 

Name: Ilya Zubarev

Title: Director

By: _____

Name: Dr. Herbert Trachler

Title: Member of the Board of Managing Officers

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

Very truly yours,

ACRONIS INTERNATIONAL GMBH

By: _____

Name: Ilya Zubarev

Title: Director

By:  _____

Name: Dr. Herbert Trachsler

Title: Member of the Board of Managing Officers

[Signature Page to Trademark Security Agreement (Acronis International GmbH)]

In Witness Whereof, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GROUPLOGIC, INC.

By



Name: Ilya Zuberov

Title: Director

In Witness Whereof, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ACHROMIS, INC.

By: 

Name: Dya Zubarev

Title: Director

Accepted and Agreed:

OBSIDIAN AGENCY SERVICES, INC.,
as Collateral Agent

By: _____

Name: HOWARD LEVKOWITZ

Title: PRESIDENT

[Signature Page to Trademark Security Agreement (Acronis, Inc.)]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENCES

Trademarks

Registered Trademarks of Acronis International GmbH

<u>Country</u>	<u>Mark</u>	<u>(Filing Date) or Reg. Date</u>	<u>(App. No.) or Reg No</u>	<u>Registered Owner</u>
United States	UNIVERSAL DEPLOY	1/16/07	3,199,965	Acronis International GmbH
United States	RECOVERY MANAGER	5/8/07	3,240,880	Acronis International GmbH
United States	SECURE ZONE	(11/8/2005)	3,326,806	Acronis International GmbH
United States	DRIVE CLEANSER	9/12/06	3,143,774	Acronis International GmbH
United States	ACRONIS	91906	3,145,069	Acronis International GmbH
United States	Design Only	11/28/06	3,176,517	Acronis International GmbH
United States	PRIVACY EXPERT	10/10/06	3,153,535	Acronis International GmbH
United States	SNAP DEPLOY	7/4/06	3,112,039	Acronis International GmbH
United States	BACKUP DIRECTOR	12/20/05	3,031,580	Acronis International GmbH
United States	ACRONIS COMPUTE WITH CONFIDENCE	12/20/05	3,031,537	Acronis International GmbH
United States	FULL CIRCLE	(122/13/2006)	3,394,062	Acronis International GmbH
United States	ACRONIS RECOVERY	(12/17/2007) October 14, 2008	(77/353675 3517962)	Acronis International GmbH
United States	TRY&DECIDE	(11/21/2007) July 15, 2008	(77/335743)	Acronis International GmbH
			3,467,195	Acronis International GmbH
WIPO (Australia, EU, Korea, Singapore, Japan)	PRIVACY EXPERT	11/24/06	911,691	Acronis International GmbH
WIPO (Australia, EU, Korea, Singapore, Japan)	ACRONIS COMPUTE WITH CONFIDENCE	9/12/06	902,075	Acronis International GmbH
WIPO (Australia, EU, Korea, Singapore, Turkey, Japan)	ACRONIS	12/24/05	902,511	Acronis International GmbH
WIPO (EU, Japan)	DISK DIRECTOR	12/25/05	880,070	Acronis International GmbH
WIPO (EU, Japan)	SNAP DEPLOY	1/3/06	884,700	Acronis International GmbH
US	ACRONIS RECOVERY	14-Oct-08	3,517,962	Acronis International GmbH
US	CHANNELS 1 ST	(November 24, 2008) June 16, 2009	(77/611,276) 3,638,714	Acronis International GmbH
US	ACRONIS ADVANTAGE	(March 6, 2009) October 6, 2009	77,685,824	Acronis International GmbH
			3,691,884	Acronis International GmbH
US	ACRONIS BACKUP AND RECOVERY	(07/11/2009) 2/16/2010	(77/778,991) 3,749,631	Acronis International GmbH
US	ACRONIS BACKUP & RECOVERY	20-Dec-10	3993903	Acronis International GmbH
WIPO	Zidget	2/27/08	964600	Acronis International GmbH

(Australia, EU, Korea, Singapore, China, Norway, Russia, Switzerland, Japan)				
WIPO (Australia, EU, Korea, Singapore, China, Norway, Russia, Switzerland, Japan)	GroupLogic	12/20/04	864135	
New Zealand	Zidget	2/29/08	785124	Acronis International GmbH
New Zealand	GroupLogic	6/23/05	723187	Acronis International GmbH
Mexico	Zidget	2/10/09	1083062	Acronis International GmbH
Mexico	GroupLogic	7/27/05	892366	Acronis International GmbH
Canada	GroupLogic	9/21/04	TMA679470	Acronis International GmbH
Canada	Zidget	2/28/08	TMA743663	Acronis International GmbH
EU	activeEcho	11/7/11	10397537	Acronis International GmbH
EU	mobilEcho	8/22/11	10209872	Acronis International GmbH
US	VMPROTECT	6/18/13	4354491	Acronis International GmbH
US	INSTANT RESTORE	8/14/12	4192128	Acronis International GmbH

Pending Trademark Applications of Acronis International GmbH

<u>Country</u>	<u>Mark</u>	<u>Filing Date</u>	<u>App. No.</u>	<u>Registered Owner</u>
US	Stylized Design (ABR11 Sphere Logo)	2-May-11	85309840	Acronis International GmbH
<u>Country</u>	<u>Mark</u>	<u>Filing Date</u>	<u>App. No.</u>	<u>Registered Owner</u>
US	Stylized Design (ABR11 Sphere Logo)	2-May-11	85309840	Acronis International GmbH

Registered Trademarks of GroupLogic, Inc.

<u>Country</u>	<u>Mark</u>	<u>(Filing Date) or Reg. Date</u>	<u>(App. No.) or Reg No</u>	<u>Registered Owner</u>
US	activeEcho	10/26/11	85456502	GroupLogic, Inc.
US	cloudEcho	2/25/11	85251707	GroupLogic, Inc.
US	EchoNAS	3/11/11	85264145	GroupLogic, Inc.
US	EXTREMEZ-IP	3/8/10	3863556	GroupLogic, Inc.
US	GroupLogic	6/22/04	3072489	GroupLogic, Inc.
US	GroupLogic	7/19/93	1906365	GroupLogic, Inc.
US	MassTransit	4/29/97	2205076	GroupLogic, Inc.
US	mobilEcho	2/25/11	4155147	GroupLogic, Inc.
US	Zidget	2/20/08	3504930	GroupLogic, Inc.
EU	EXTREMEZ-IP	9/8/10	9361783	GroupLogic, Inc.

Registered Trademarks of Acronis, Inc.

<u>Country</u>	<u>Mark</u>	<u>(Filing Date) or Reg. Date</u>	<u>(App. No.) or Reg No</u>	<u>Registered Owner</u>
United States	DISK DIRECTOR	12/13/05	3,027,138	Acronis, Inc.