

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298915

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DROPBOX, INC.		03/20/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as COLLATERAL AGENT		
Street Address:	270 PARK AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4478345	DROPBOX	
Registration Number:	4437348	MAILBOX	
Registration Number:	4265145	ORCHESTRA	
Registration Number:	4265146	ORCHESTRA	
Registration Number:	4162149	ORCHESTRA	
Serial Number:	85945447		
Serial Number:	85945456		
Serial Number:	85945466		
Serial Number:	86005190	DBX	
Serial Number:	86005194	DBX	
Serial Number:	85012206	DROPBOX	
Serial Number:	85945482		
Serial Number:	85945491		
Serial Number:	85945501		
Serial Number:	86076231		
Serial Number:	86076234		
Serial Number:	86076237		
Serial Number:	86076239	MAILBOX	
Serial Number:	86076240	MAILBOX	
Serial Number:	86076242	MAILBOX	
TRADEMARK			

OP \$540.00 4478345

Property Type	Number	Word Mark
Serial Number:	85283214	ORCHESTRA
CORRESPONDENCE DATA		
Fax Number:	8668265420	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	301-638-0511	
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:	CRS1-39340	
NAME OF SUBMITTER:	Penelope J.A. Agodoa	
SIGNATURE:	/pja/	
DATE SIGNED:	03/20/2014	
Total Attachments: 6 source=39340#page1.tif source=39340#page2.tif source=39340#page3.tif source=39340#page4.tif source=39340#page5.tif source=39340#page6.tif		

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 20, 2014 (this “**Agreement**”), among DROPBOX, INC. (the “**Grantor**”), JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the “**Collateral Agent**”).

RECITALS

- (a) DROPBOX, INC. (the “**Borrower**”), the GUARANTORS as defined therein, the LENDERS from time to time party thereto, JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the “**Administrative Agent**”) and Collateral Agent, have entered into a Revolving Credit and Guaranty Agreement, dated as of March 20, 2014 (as amended and/or restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).
- (b) The Grantor is party to a Pledge and Security Agreement, dated as of March 20, 2014, in favor of the Collateral Agent (the “**Pledge and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (c) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, the Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Trademark Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

“**Trademark Collateral**” means the Grantor’s right, title and interest in, to and under all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, trade dress, service marks, certification marks, collective marks and logos, words, terms, names, symbols, designs any other source or business identifiers, and general intangibles of a like nature, all registrations and applications for any of the foregoing, whether registered or unregistered, and whether or not established or registered in an Intellectual

Property Registry in any country or any political subdivision thereof, and with respect to any and all of the foregoing: (i) all common law rights related thereto, (ii) the trademark registrations and applications referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time), (iii) all extensions, continuations, reissues or renewals of any of the foregoing, (iv) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (v) the right to sue or otherwise recover for past, present or future infringements, misappropriations, dilutions or other violations of any of the foregoing or for any injury to goodwill, (vi) all Proceeds of the foregoing, including, without limitation, licenses, royalties, fees, income, payments, claims, damages and proceeds of suit, and (vii) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted concurrently in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby is more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Term

The term of this Agreement shall be coterminous with the term of the Pledge and Security Agreement.

SECTION 5. Governing Law and Consent to Jurisdiction

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK. THE TERMS AND PROVISIONS OF SECTION 9.13 OF THE PLEDGE AND SECURITY AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN WITH RESPECT HERETO AS IF FULLY SET FORTH HEREIN.

SECTION 6. Counterparts

This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Agreement will become effective upon the

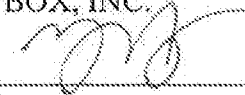
execution and delivery of a counterpart hereof by each of the parties hereto. Delivery of an executed signature page of this Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The Collateral Agent may also require that any such facsimile or electronic transmission signatures be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any facsimile or electronic transmission signature delivered.

[Signature Page Follows]

IN WITNESS WHEREOF, the 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.

DROPBOX, INC.

By


Name: Andrew Houston

Title: President and Chief Executive Officer

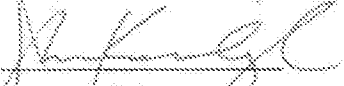


[Signature Page to Dropbox, Inc. Trademark Security Agreement]

TRADEMARK
REEL: 005241 FRAME: 0858

ACCEPTED AND AGREED:
JPMORGAN CHASE BANK, N.A., as Collateral Agent

By


Name: John G. Kowalczyk
Title: Executive Director

[Signature Page to Dropbox, Inc. Trademark Security Agreement]

{2059204}

TRADEMARK
REEL: 005241 FRAME: 0859

SCHEDULE I
TRADEMARK REGISTRATIONS

I. Trademarks

Registered Owner	Mark	Registration Number	Registration Date
Dropbox, Inc.	DROPBOX	4478345	04-Feb-14
Dropbox, Inc.	MAILBOX and Design (vertical)	4437348	19-Nov-13
Dropbox, Inc.	ORCHESTRA	4265145	25-Dec-12
Dropbox, Inc.	ORCHESTRA	4265146	25-Dec-12
Dropbox, Inc.	ORCHESTRA	4162149	25-Dec-12

II. Trademark Applications

Applicant	Mark	Application Number	Filing Date
Dropbox, Inc.	Blue Box Logo	85945447	29-May-13
Dropbox, Inc.	Blue Box Logo	85945456	29-May-13
Dropbox, Inc.	Blue Box Logo	85945466	29-May-13
Dropbox, Inc.	DBX	86005190	09-Jul-13
Dropbox, Inc.	DBX	86005194	09-Jul-13
Dropbox, Inc.	DROPBOX	85012206	12-Apr-10
Dropbox, Inc.	Glyph Logo (Black and White)	85945482	29-May-13
Dropbox, Inc.	Glyph Logo (Black and White)	85945491	29-May-13
Dropbox, Inc.	Glyph Logo (Black and White)	85945501	29-May-13
Dropbox, Inc.	Tray Logo (MAILBOX)	86076231	26-Sep-13
Dropbox, Inc.	Tray Logo (MAILBOX)	86076234	26-Sep-13
Dropbox, Inc.	Tray Logo (MAILBOX)	86076237	26-Sep-13
Dropbox, Inc.	MAILBOX and Design (horizontal)	86076239	26-Sep-13
Dropbox, Inc.	MAILBOX and Design (horizontal)	86076240 26-Sep-13	26-Sep-13
Dropbox, Inc.	MAILBOX and Design (horizontal)	86076242 26-Sep-13	26-Sep-13
Dropbox, Inc.	ORCHESTRA	85283214	31-Mar-11

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