

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNTANGLE, INC.		04/18/2014	CORPORATION: DELAWARE
TOTAL DEFENSE, INC.	FORMERLY UNTANGLE TOTAL DEFENSE, INC.	04/18/2014	CORPORATION: DELAWARE
CYMPHONIX CORPORATION		04/18/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Medley SBIC, LP		
Street Address:	600 Montgomery Street		
Internal Address:	35th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2563054	ESOFT	
Registration Number:	2607783	INSTAGATE	
Registration Number:	2578645	SOFTPAK DIRECTOR	
Registration Number:	4265447	TOTAL DEFENSE	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-572-3431		
Email:	cfraser@kslaw.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	MED/UNTANGLE 18578.009068		
NAME OF SUBMITTER:	Carol Fraser		

CH \$115.00 2563054

TRADEMARK

SIGNATURE:	//Carol Fraser//
DATE SIGNED:	05/14/2014
Total Attachments: 7 source=Medley Trademark Security Agreement#page1.tif source=Medley Trademark Security Agreement#page2.tif source=Medley Trademark Security Agreement#page3.tif source=Medley Trademark Security Agreement#page4.tif source=Medley Trademark Security Agreement#page5.tif source=Medley Trademark Security Agreement#page6.tif source=Medley Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 18, 2014, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of MEDLEY SBIC, LP (“*Medley*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, Untangle, Inc., a Delaware corporation (the “*Borrower*”), the Subsidiaries of Borrower that are or become Guarantors pursuant to Section 8.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Medley, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”) and the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement, dated as of the date hereof, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), 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 Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “*Trademark Collateral*”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security 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 Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

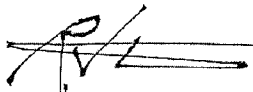
Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).** In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

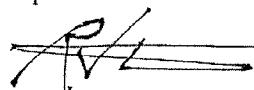
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

“GRANTORS”

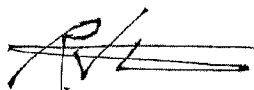
UNTANGLE, INC., a Delaware corporation

By: 
Name: Bob Walters
Title: CEO

UNTANGLE TOTAL DEFENSE, INC., a Delaware corporation

By: 
Name: Bob Walters
Title: CEO

CYMPHONIX CORPORATION, a Delaware corporation

By: 
Name: Bob Walters
Title: CEO

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Untangle, Inc.

Mark: Untangle
US Patent and Trademark Office Reg No: 3,645,080
Date: June 23, 2009

Mark: Untangle
US Patent and Trademark Office Reg No: 3,386,922
Date: Feb 19, 2008

Mark: eSoft
US Patent and Trademark Office Reg No: 2563054

Mark: Instagate
US Patent and Trademark Office Reg No: 2607783

Mark: Softpak Director
US Patent and Trademark Office Reg No: 2578645

Cymphonix Corporation

✓ Mark: Cymphonix
US Patent and Trademark Office Reg No: 3,387,523
Date: Feb 26, 2008

✓ Mark: Network Composer
US Patent and Trademark Office Reg No: 3,342,681
Date: Nov 27, 2007

Untangle Total Defense Inc.

Mark: TOTAL DEFENSE
US Patent and Trademark Office Reg No: 4265447
Registered 12/25/12
United States

Mark: TOTAL DEFENSE

Reg No: 5499869

Registered 6/8/12

Japan

Mark: TOTAL DEFENSE & Design



Reg No: 10748259

Registered 8/21/12

European Community

2. TRADEMARK APPLICATIONS

N/A

3. TRADEMARK LICENSES

N/A

Delaware

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The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "UNTANGLE TOTAL DEFENSE, INC.", CHANGING ITS NAME FROM "UNTANGLE TOTAL DEFENSE, INC." TO "TOTAL DEFENSE, INC.", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF APRIL, A.D. 2014, AT 10:52 O'CLOCK A.M.

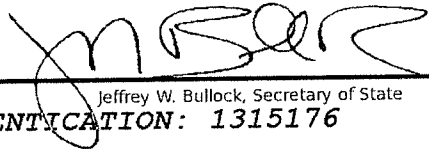
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

5496356 8100

140505141



You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1315176

DATE: 04-23-14

TRADEMARK
REEL: 005279 FRAME: 0838

**CERTIFICATE OF AMENDMENT
TO
THE CERTIFICATE OF INCORPORATION
OF
UNTANGLE TOTAL DEFENSE, INC.**

It is hereby certified that:

1. The name of the corporation is Untangle Total Defense, Inc. (the "Corporation").

2. The original certificate of incorporation of the Corporation was filed on March 11, 2014.

3. The certificate of incorporation is hereby amended by changing the name of the Corporation in said certificate of incorporation from "Untangle Total Defense, Inc." to "Total Defense, Inc."

4. Pursuant to Section 228(a) of the General Corporation Law of the State of Delaware, the holders of outstanding shares of the Corporation having no less than the minimum number of votes that would be necessary to authorize or take such actions at a meeting at which all shares entitled to vote thereon were present and voted, consented to the adoption of the aforesaid amendment without a meeting, without a vote, and without prior notice and that written notice of the taking of such actions is being given in accordance with Section 228(e) of the General Corporation Law of the State of Delaware.

5. The amendment of the certificate of incorporation herein certified has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

Signed this 23rd day of April, 2014.

/s/ Robert Walters
Robert Walters, President