

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM318103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BeyondTrust Software, Inc.		09/25/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Fifth Street Management LLC		
Street Address:	777 West Putnam Avenue		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	2139979	POWERBROKER	
Registration Number:	3261023	BEYONDTRUST	
Registration Number:	3264859	BEYONDTRUST	
Registration Number:	3622642	APPGRC	
Registration Number:	3791473	POWERSERIES MANAGEMENT CONSOLE	
Registration Number:	3956135	DIRECTORY INTEGRATOR	
Registration Number:	3960866	BEYONDTRUST PRIVILEGE. MADE SIMPLE	
Registration Number:	3994815	POWERBROKER	
Registration Number:	4013359	Q POWERBROKER	
Registration Number:	4016739	PASSWORD SAFE	
Registration Number:	4016740	Q POWERBROKER PASSWORD SAFE	
Registration Number:	4016741	POWERBROKER MANAGEMENT CONSOLE	
Registration Number:	4016742	Q POWERBROKER MANAGEMENT CONSOLE	
Registration Number:	4016744	POWERBROKER DIRECTORY INTEGRATOR Q	
Registration Number:	4180743	POWERBROKER	
Registration Number:	4184332	BEYONDTRUST	
Registration Number:	4275212	SECURING THE PERIMETER WITHIN	
Registration Number:	4526379	SECURITY IN CONTEXT	
Registration Number:	4581636	BEYONDSAAS	
Registration Number:	4581799	BEYONDINSIGHT	
TRADEMARK			

CH \$565.00 2139979

Property Type	Number	Word Mark
Serial Number:	86289815	VULNERABILITY-BASED APPLICATION MANAGEME
Serial Number:	86289822	VBAM

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: trademarks@dechert.com, erin.reimer@dechert.com

Correspondent Name: Glenn A. Gundersen

Address Line 1: 2929 Arch Street

Address Line 2: Cira Centre

Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	136935
NAME OF SUBMITTER:	Erin Reimer
SIGNATURE:	/Erin Reimer/
DATE SIGNED:	09/26/2014

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 25th day of September, 2014, by and among BEYONDTRUST SOFTWARE, INC., a California corporation (the "Grantor") and FIFTH STREET MANAGEMENT LLC, a Delaware limited liability company, as Administrative Agent for the Lenders under the Credit Agreement (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 25, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, Beacon Acquisition Corp., a Delaware corporation ("Parent"), Beacon Merger Sub, Inc., a Delaware corporation (which shall merge with and into BT Software Holding Group, Inc., a Delaware corporation, immediately following the Acquisition, with BT Software Holding Group, Inc. as the surviving entity) ("Holdings" and together with the Grantor, the "Borrowers"), the other Subsidiaries of Parent from time to time party thereto, the lenders party thereto (such lenders, together with their respective successors and assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor and certain of Grantor's affiliates shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants and pledges to Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

(b) all renewals or extensions of the foregoing;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any (i) claim by the Grantor against third parties for past, present or future infringement, dilution or other violation of any Trademark or any Trademark License, including right to receive any damages and to sue in the name of the Grantor, (ii) injury to the goodwill associated with any Trademark of the Grantor, or (iii) right by the Grantor to receive license fees, royalties, and other compensation under past, present or future any Trademark License;

provided however that the foregoing shall exclude all property described in Section 2.1(b) of the Security Agreement.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to Agent, the Lenders, or either of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new trademark registration or application with respect thereto. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together,

shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. The rules of construction contained in Section 9.25 of the Credit Agreement are hereby incorporated herein *mutatis mutandis*.

8. CONTROLLING LAW. This Trademark Security Agreement is to be governed and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

BEYONDTRUST SOFTWARE, INC.,
a California corporation

By: 

Name: Bryce Hansen
Title: CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005369 FRAME: 0216

AGENT:

FIFTH STREET MANAGEMENT LLC,
a Delaware limited liability company

By: Ivelin M. Dimitrov
Name: Ivelin M. Dimitrov
Title: Chief Investment Officer


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


TRADEMARK
REEL: 005369 FRAME: 0217


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications



Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
PowerBroker		2,139,979 (03/03/98)	BeyondTrust Software, Inc.
BEYONDTRUST		3,261,023 (07/10/07)	BeyondTrust Software, Inc.
BEYONDTRUST		3,264,859 (07/17/07)	BeyondTrust Software, Inc.
APPGRC		3,622,642 (05/19/09)	BeyondTrust Software, Inc.
PowerSeries Management Console		3,791,473 (05/18/10)	BeyondTrust Software, Inc.
DIRECTORY INTEGRATOR		3,956,135 (05/03/11)	BeyondTrust Software, Inc.
 beyondtrust <small>privilege.made-simple</small>		3,960,866 (05/17/11)	BeyondTrust Software, Inc.
PowerBroker		3,004,815 (07/12/11)	BeyondTrust Software, Inc.
 powerbroker		4,013,359 (08/16/11)	BeyondTrust Software, Inc.
PASSWORD SAFE		4,016,739 (08/23/11)	BeyondTrust Software, Inc.
 password powerbroker safe		4,016,740 (08/23/11)	BeyondTrust Software, Inc.
POWERBROKER MANAGEMENT CONSOLE		4,016,741 (08/23/11)	BeyondTrust Software, Inc.
 powerbroker <small>Management Console</small>		4,016,742 (08/23/11)	BeyondTrust Software, Inc.
 powerbroker <small>Directory Integrator</small>		4,016,744 (08/23/11)	BeyondTrust Software, Inc.
POWERBROKER		4,180,743 (07/24/12)	BeyondTrust Software, Inc.
BEYONDTRUST		4,184,332 (07/31/12)	BeyondTrust Software, Inc.
SECURING THE PERIMETER WITHIN		4,275,212 (01/15/13)	BeyondTrust Software, Inc.

SECURITY IN CONTEXT		4,526,379 (05/06/14)	BeyondTrust Software, Inc.
BEYONDSAAS		4,581,636 (08/05/14)	BeyondTrust Software, Inc.
BEYONDINSIGHT		4,581,799 (08/05/14)	BeyondTrust Software, Inc.
VULNERABILITY- BASED APPLICATION MANAGEMENT	86/289,815 (05/22/14)		BeyondTrust Software, Inc.
VBAM	86/289,822 (05/22/14)		BeyondTrust Software, Inc.
BEYONDTRUST (Madrid Protocol) (Effective in Australia, Switzerland, China, EU, Korea, Singapore)		923,100 (03/14/07)	BeyondTrust Software, Inc.
BEYONDTRUST (Madrid Protocol) Effective in: Australia, EU, Japan, Singapore and Switzerland (Pending in China, Colombia)		1,102,580 (12/01/11) Aust Reg. No. 1,469,090	BeyondTrust Software, Inc.
POWERBROKER (Madrid Protocol) Effective in: Australia, China, EU, Japan, Singapore and Switzerland (Pending in Colombia)		1,091,319 (08/19/11) Singapore Reg. T1114021J Australia Reg. 1452146	BeyondTrust Software, Inc.
 powerbroker (Madrid Protocol) Effective in: Australia, EU, Japan, Mexico, Singapore, Switzerland (Pending in Colombia)		1,167,994 (06/13/13) Australia Reg. 1570760	BeyondTrust Software, Inc.
BEYONDINSIGHT (Madrid Protocol) Registered in: Japan, Mexico (Pending in Australia, Colombia, EU, India, Singapore, Switzerland)		1,186,826 (11/20/13) Registered in: Japan, Mexico	BeyondTrust Software, Inc.
BEYONDSAAS		1,190,277	BeyondTrust Software,


(Madrid Protocol) Registered in: Japan (Pending in Australia, Colombia, EU, India, Mexico, Singapore, Switzerland)		(11/20/13)	Inc.
PowerBroker (Australia)	See Madrid Protocol, Above	Reg. Date 3/17/03	BeyondTrust Software, Inc.
BeyondTrust (Australia)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
(MADRID PROTOCOL)			
BEYONDTRUST (Australia) (MADRID PROTOCOL)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
POWERBROKER (Australia) (MADRID PROTOCOL)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
 powerbroker (Australia) (MADRID PROTOCOL)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
BEYONDSAAS (Australia) (MADRID PROTOCOL)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
BEYONDINSIGHT (Australia) (MADRID PROTOCOL)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
PowerBroker (Brazil)		825,318,432 (05/02/07)	BeyondTrust Software, Inc.
PowerPassword (Benelux)		597,324 (06/01/97)	BeyondTrust Software, Inc.
PowerBroker (Canada)		618,731 (09/07/04)	BeyondTrust Software, Inc.
PowerPassword (Canada)		625,347 (11/15/04)	BeyondTrust Software, Inc.
Symark (Canada)		625,979 (11/19/04)	BeyondTrust Software, Inc.
Lumigent (Canada)		TMA619,913 (09/17/04)	BeyondTrust Software, Inc.
Log Explorer		TMA610,561	BeyondTrust Software, Inc.

(Canada)		(05/18/04)	Inc.
POWERBROKER (Canada)		TMA853,836 (06/20/13)	BeyondTrust Software, Inc.
BEYONDTRUST (Canada)		TMA853,832 (06/20/13)	BeyondTrust Software, Inc.
BEYONDSAAS (Canada)	1655820 (12/11/13)		BeyondTrust Software, Inc.
BeyondInsight (Canada)	1655821 (12/11/13)		BeyondTrust Software, Inc.
BeyondTrust (China)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
POWERBROKER (China)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
(MADRID PROTOCOL)			
BEYONDTRUST (Colombia)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
(MADRID PROTOCOL: Application Pending)			
POWERBROKER (Colombia)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
(MADRID PROTOCOL: Application Pending)			
 powerbroker (Colombia)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
(MADRID PROTOCOL: Application Pending)			
BEYONDSAAS (Colombia)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
BEYONDINSIGHT (Colombia)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
PowerBroker (Europe Community Trademark)		3,098,431 (12/21/04)	BeyondTrust Software, Inc.
BeyondTrust (Europe Community Trademark)	See Madrid Protocol, Above	See Madrid Protocol, Above	

POWERBROKER (Europe Community Trademark) (MADRID PROTOCOL)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
BEYONDTRUST (Europe Community Trademark) (MADRID PROTOCOL)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
 powerbroker (Europe Community Trademark)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
BEYONDSAAS (Europe Community Trademark)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
BEYONDINSIGHT (Europe Community Trademark)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
BEYONDTRUST (INDIA (MUMBAI))	2548096 (06/13/13)		BeyondTrust Software, Inc.
POWERBROKER (INDIA (MUMBAI))	2548097 (06/13/13)		BeyondTrust Software, Inc.
 powerbroker (INDIA (MUMBAI))	2548098 (06/13/13)		BeyondTrust Software, Inc.
BEYONDSAAS (INDIA (MUMBAI))	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
BEYONDINSIGHT (INDIA (MUMBAI))	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
BeyondTrust (Japan) (MADRID PROTOCOL)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
BEYONDTRUST (Japan) (MADRID PROTOCOL)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
POWERBROKER (Japan)	See Madrid Protocol,	See Madrid Protocol,	BeyondTrust Software, Inc.

(MADRID PROTOCOL)	Above	Above	
 powerbroker (Japan) (MADRID PROTOCOL)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
BEYONDSAAS (Japan)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
BEYONDINSIGHT (Japan)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
BeyondTrust (Korea)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
PowerBroker (Mexico)		814,680 (11/25/03)	BeyondTrust Software, Inc.
BEYONDTRUST (Mexico)	1212781 (09/20/11)	1268969 (02/17/12)	BeyondTrust Software, Inc.
POWERBROKER (Mexico)	1212778 (09/20/11)	1319517 (10/11/12)	BeyondTrust Software, Inc.
 powerbroker (Mexico) (MADRID PROTOCOL: Application Pending)		1,167,994 (06/13/13)	BeyondTrust Software, Inc.
BEYONDSAAS (Mexico)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
BEYONDINSIGHT (Mexico)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
BEYONDTRUST (Panama)	233390-01 (07/14/14)		BeyondTrust Software, Inc.
POWERBROKER (Panama)	233391-01 (07/14/14)		BeyondTrust Software, Inc.
PowerBroker (Singapore)		T03/01012E (01/29/03)	BeyondTrust Software, Inc.

BeyondTrust (Singapore) (MADRID PROTOCOL)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
BEYONDTRUST (Singapore) (MADRID PROTOCOL)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
POWERBROKER (Singapore) (MADRID PROTOCOL)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
 powerbroker (Singapore)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
BEYONDSAAS (Singapore)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
BEYONDINSIGHT (Singapore)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
BEYONDTRUST (South Africa)	2013/16902 (06/25/13)		BeyondTrust Software, Inc.
POWERBROKER (South Africa)	2013/16903 (06/25/13)		BeyondTrust Software, Inc.
 powerbroker (South Africa)	2013/16904 (06/25/13)		BeyondTrust Software, Inc.
BEYONDINSIGHT (South Africa)	2013/32421 (11/19/13)		BeyondTrust Software, Inc.
BEYONDSAAS (South Africa)	2013/32423 (11/19/13)		BeyondTrust Software, Inc.
PowerPassword (Sweden)		0307424 (12/29/95)	BeyondTrust Software, Inc.

BeyondTrust (Switzerland) (MADRID PROTOCOL)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
PowerBroker (Switzerland) (MADRID PROTOCOL)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
 powerbroker (Switzerland)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
BEYONDSAAS (Switzerland)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
BEYONDINSIGHT (Switzerland)	See Madrid Protocol, Above	See Madrid Protocol, Above	BeyondTrust Software, Inc.
PowerPassword (United Kingdom)		2,054,542 (09/27/96)	BeyondTrust Software, Inc.