

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320346

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AVG Netherlands B.V.		10/15/2014	Private Limited Liability Company: NETHERLANDS
Location Labs, Inc.		10/15/2014	CORPORATION: D.C.

## RECEIVING PARTY DATA

<b>Name:</b>	HSBC Bank USA, N.A.
<b>Street Address:</b>	452 Fifth Ave, 8E6
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>Entity Type:</b>	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Registration Number:	3122712	AVG
Serial Number:	86066004	AVG CLEANER
Serial Number:	85483381	AVG CLOUDCARE
Serial Number:	85822669	AVG SAFEGUARD TOOLBAR
Registration Number:	4056489	AVG FAMILY SAFETY
Registration Number:	3962243	AVG IDENTITY PROTECTION
Registration Number:	4094684	AVG LIVEKIVE
Serial Number:	85305578	AVG MOBILATION
Registration Number:	4069781	AVG PC TUNEUP
Registration Number:	4396756	AVG TECHBUDDY
Serial Number:	86198122	AVG THE ONLINE SECURITY COMPANY
Serial Number:	86199530	AVG ZEN
Registration Number:	4514499	BE YOURSELF
Registration Number:	3730059	BSECURE
Registration Number:	3730058	BSECURE
Registration Number:	2796120	BSECURE
Registration Number:	2343716	B-SECURE
Registration Number:	4094107	BSECURE CLOUDCARE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4003000	BSECURE CLOUDCARE
Registration Number:	3930049	BSECURE TECHNOLOGIES
Registration Number:	4029058	CROSSLOOP
Registration Number:	3648288	CROSSLOOP
Registration Number:	3857243	CROSSLOOP
Registration Number:	3467039	CROSSLOOP
Serial Number:	86203620	DEVICES. DATA. PEOPLE.
Serial Number:	86215822	GRISOFT
Serial Number:	86197965	LINKSCANNER
Registration Number:	3295838	LINKSCANNER
Registration Number:	3720934	MANAGED WORKPLACE
Registration Number:	2786062	MANAGED WORKPLACE
Registration Number:	3629247	
Serial Number:	86232373	PEACE OF MIND
Registration Number:	3930048	POWERED BY BSECURE TECHNOLOGIES
Registration Number:	3730057	POWERED BY BSECURE TECHNOLOGIES
Serial Number:	86065964	PRIVACYCHOICE
Serial Number:	86065839	PRIVACYFIX
Serial Number:	86249690	SECURITY MADE SIMPLE
Serial Number:	86198009	TECHBUDDY
Serial Number:	86198058	THE ONLINE SECURITY COMPANY
Registration Number:	4244218	TUNEUP PROGRAM DEACTIVATOR
Registration Number:	4051730	TUNEUP PROGRAMS-ON-DEMAND TECHNOLOGY
Registration Number:	2816272	TUNEUP UTILITIES
Registration Number:	3765619	ULTIMATE ONLINE FAMILY PROTECTION
Registration Number:	3765620	ULTIMATE ONLINE FAMILY PROTECTION
Serial Number:	86420594	WHATEVER YOUR DEVICE, WE'VE GOT YOU COVE
Serial Number:	86199478	ZEN
Serial Number:	85486907	BRINGING PEACE OF MIND TO OUR CONNECTED
Serial Number:	85367689	MULTIMI
Serial Number:	85460506	PEACE OF MIND ONLINE
Serial Number:	85461207	PROVIDING PEACE OF MIND TO THE CONNECTED
Serial Number:	85822699	WHY COMPLICATE?
Registration Number:	2884045	AMERICAN FAMILY FILTER
Serial Number:	77834028	TWEETMYCITY
Registration Number:	3668280	VERIPLACE
Registration Number:	4518000	PHYSICAL CLICK-THROUGH
Registration Number:	4087652	SPARKLE
Registration Number:	4380354	FAMILY ESSENTIALS

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	4368259	SAFELY
Registration Number:	4209994	FROM THE SAFELY FAMILY
Registration Number:	4071906	SAFELY
Registration Number:	4071924	SAFELY

**CORRESPONDENCE DATA**

**Fax Number:** 2127352000  
*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.*  
**Phone:** 2127353000  
**Email:** justin.selle@skadden.com  
**Correspondent Name:** Skadden, Arps, Slate, Meagher & Flom LLP  
**Address Line 1:** Four Times Square  
**Address Line 2:** Aliya Sanders, Esq.  
**Address Line 4:** New York, NEW YORK 10036

<b>ATTORNEY DOCKET NUMBER:</b>	391000/1477
<b>NAME OF SUBMITTER:</b>	Aliya Sanders
<b>SIGNATURE:</b>	/Aliya Sanders/
<b>DATE SIGNED:</b>	10/16/2014

**Total Attachments: 12**  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of dated as of October 15, 2014 (this "**Agreement**"), among each of the entities that are signatories hereto as a "Grantor", each Additional Grantor listed on the signature pages hereto, (all of the foregoing, each a "**Grantor**" and collectively, the "**Grantors**"), HSBC BANK USA, 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) AVG TECHNOLOGIES N.V., a company organized under the laws of The Netherlands ("**Administrative Borrower**"), AVG CORPORATE SERVICES B.V., a company organized under the laws of The Netherlands ("**AVG CSBV**" and, together with Administrative Borrower, "**Borrowers**" and each a "**Borrower**"), the GUARANTORS (as defined therein), the LENDERS from time to time party thereto, HSBC BANK USA, N.A., as administrative agent (in such capacity, the "**Administrative Agent**"), HSBC BANK PLC, as issuing bank, and the COLLATERAL AGENT have entered into a Credit and Guaranty Agreement, dated as of the date hereof (as amended and/or restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**").
- (B) The Grantors are party to a U.S. Pledge and Security Agreement, dated as of the date hereof, in favor of the Collateral Agent (the "**Pledge and Security Agreement**"), pursuant to which certain Grantors are 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 or under any applicable Debtor Relief Laws)

of all Secured Obligations, each 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 each Grantor's right, title and interest in, to and under:

(a) all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade dress, service marks, certification marks, collective marks and logos, designs, any other source or business identifiers, together with any and 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, (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 and future infringements, 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 rights corresponding thereto throughout the world; and

(b) to the extent not already included in the foregoing, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of or in respect of any of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to any Grantor from time to time with respect to the foregoing.

### **SECTION 3 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include and no Grantor shall be deemed to have granted a Security Interest in, any of its right, title or interest in any (i) Trademark if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein, or (ii) "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal law.

#### **SECTION 4 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 each 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. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

#### **SECTION 5 Termination, Release**

(a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate in accordance with Section 10.08(e) of the Credit Agreement.

(b) A Grantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Grantor shall be automatically released upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of any Borrower; provided that the Requisite Lenders shall have consented to such transaction (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

(c) Upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement, or upon the effectiveness of any written consent to the release of the Security Interest granted hereby in any Collateral pursuant to the Credit Agreement or the Pledge and Security Agreement, the Security Interest in such Collateral shall be automatically released.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c) of this Section 5, the Collateral Agent shall execute and deliver to any Grantor at such Grantor's expense, all UCC and/or Intellectual Property Registry termination statements, releases and similar documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of termination statements, releases, or other documents pursuant to this Section 5 shall be without recourse to or warranty by the Collateral Agent.

## **SECTION 6 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 7 Counterparts**

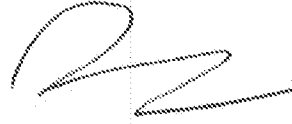
This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts 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.

Very truly yours,

**LOCATION LABS, INC.**



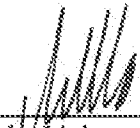
By \_\_\_\_\_  
Name: Tasso Roumeliotis  
Title: Chief Executive Officer, President and  
Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005382 FRAME: 0713**




**AVG NETHERLANDS B.V.**

By  \_\_\_\_\_  
Name: John Little  
Title: Managing Director

[Signature Page to Trademark Security Agreement]

**ACCEPTED AND AGREED:**  
**HSBC BANK USA, N.A., as Collateral Agent**

By   
Name: THOMAS MACKAY  
Title: SENIOR VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005382 FRAME: 0715**

**SCHEDULE I**

**TRADEMARK REGISTRATIONS**

**AVG NETHERLANDS B.V.  
TRADEMARKS**

<b>Trademark</b>	<b>Country</b>	<b>Appl./Ser. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
	United States of America	78/482970	9/14/2004	3122712	8/1/2006	Registered
AVG CLEANER	United States of America	86/066004	9/16/2013			Suspended
AVG CLOUDCARE	United States of America	85/483381	11/30/2011			Suspended
AVG SAFEGUARD TOOLBAR	United States of America	85/822669	1/14/2013			Allowed
AVG FAMILY SAFETY	United States of America	85/312217	5/4/2011	4056489	11/15/2011	Registered
	United States of America	77/632865	12/15/2008	3962243	5/17/2011	Registered
	United States of America	85/284878	4/4/2011	4094684	1/31/2012	Registered
	United States of America	85/305578	4/27/2011			Pending
AVG PC TUNEUP	United States of America	85/214012	1/10/2011	4069781	12/13/2011	Registered
AVG TECHBUDDY	United States of America	85/411664	8/31/2011	4396756	9/3/2013	Registered
AVG THE ONLINE SECURITY COMPANYY	United States of America	86/198122	2/19/2014			Pending
	United States of America	86/199530	2/20/2014			Suspended
	United States of America	86/060781	9/10/2013	4514499	4/15/2014	Registered
BSECURE	United States of America	78/732317	10/13/2005	3730059	12/22/2009	Registered

		United States of America	78/732316	10/13/2005	3730058	12/22/2009	Registered
		United States of America	78/121567	4/13/2002	2796120	12/16/2003	Registered
B-SECURE		United States of America	75/756245	7/21/1999	2343716	4/18/2000	Expired
BSECURE CLOUDCARE		United States of America	77/804173	8/13/2009	4094107	1/31/2012	Registered
		United States of America	77/804228	8/13/2009	4003000	7/26/2011	Registered
BSECURE TECHNOLOGIES		United States of America	78/732318	10/13/2005	3930049	3/8/2011	Registered
		United States of America	77/330383	11/15/2007	4029058	9/20/2011	Registered
		United States of America	77/328528	11/13/3007	3648288	6/30/2009	Registered
		United States of America	77/328533	11/13/3007	3857243	10/5/2010	Registered
		United States of America	77/333950	11/20/2007	3467039	7/15/2008	Registered
DEVICES. DATA. PEOPLE.		United States of America	86/203620	2/25/2014			Allowed
		United States of America	86/215822	3/10/2014			Pending
LINKSCANNER		United States of America	86/197965	2/19/2014			Pending
LINKSCANNER (Supplemental)		United States of America	77/010467	9/29/2006	3295838	9/18/2007	Registered
		United States of America	77607060	11/4/2008	3720934	12/8/2009	Registered
		United States of America	76477005	12/17/2002	2786062	11/25/2003	Renewed
Miscellaneous Design (Rough Egded Box Design)		United States of America	77/066331	12/18/2006	3629247	6/2/2009	Registered

PEACE OF MIND		United States of America	86/232373	3/26/2014				Pending
POWERED BY BSECURE TECHNOLOGIES		United States of America	78/732314	10/13/2005	3930048	3/8/2011		Registered
POWERED BY BSECURE TECHNOLOGIES		United States of America	78/732312	10/13/2005	3730057	12/22/2009		Registered
		United States of America	86/065964	9/16/2013				Allowed
		United States of America	86/065839	9/16/2013				Allowed
SECURITY MADE SIMPLE		United States of America	86/249690	4/11/2014				Published
TECHBUDDY		United States of America	86/198009	2/19/2014				Pending
THE ONLINE SECURITY COMPANY		United States of America	86/198058	2/19/2014				Pending
		United States of America	85/122163	9/2/2010	4244218	11/20/2012		Registered
		United States of America	85/122205	9/2/2010	4051730	11/8/2011		Registered
TUNEUP UTILITIES		United States of America	76443218	8/20/2002	2816272	2/24/2004		Registered
ULTIMATE ONLINE FAMILY PROTECTION (Supplemental)		United States of America	77/726282	4/30/2009	3765619	3/23/2010		Registered
		United States of America	77/726296	4/30/2009	3765620	3/23/2010		Registered
WHATEVER YOUR DEVICE, WE'VE		United States of America		10/10/2014				Filed

GOT YOU  
COVERED

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ZEN	United States of America	86/199478	2/20/2014			Opposed
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BRINGING PEACE OF MIND TO OUR CONNECTED WORLD	United States of America	85/486907	12/5/2011			Allowed
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	United States of America	85/367689	7/11/2011			Allowed
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PEACE OF MIND ONLINE	United States of America	85/460506	10/31/2011			Allowed
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PROVIDING PEACE OF MIND TO THE CONNECTED WORLD	United States of America	85/461207	11/1/2011			Allowed
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WHY COMPLICATE?	United States of America	85/822699	1/14/2013			Allowed
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AMERICAN FAMILY FILTER	United States of America	78/115,516	3/18/2002	2884045	9/14/2004	Registered
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**LOCATION LABS  
TRADEMARKS**

Trademark	Country	Appl./Ser. No.	Filing Date	Reg. No.	Reg. Date	Status
TWEETMYCITY	US	77834028				Pending
VERIPLACE	US	77435147		3668280		Registered
PHYSICAL CLICK- THROUGH	US	85073003		4518000		Registered
SPARKLE	US	85343580		4087652		Registered
FAMILY ESSENTIALS	US	85845142		4380354		Registered
SAFELY		85789828		4368259		Registered
FROM THE SAFELY FAMILY	US	85552487		4209994		Registered
SAFELY	US	85219428		4071906		Registered
SAFELY	US	85223389		4071924		Registered