

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330331

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Datto, Inc.		01/26/2015	CORPORATION: DELAWARE
Backupify, Inc.		01/26/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Webster Bank, N.A., as administrative agent		
Street Address:	185 Asylum Street		
Internal Address:	5th Floor		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4403443	DATTO	
Registration Number:	4403445	DATTO ACADEMY	
Registration Number:	4392364	GENISIS	
Registration Number:	4507394	DATTO ALTO	
Registration Number:	4403444	INTELLIGENT BUSINESS CONTINUITY	
Registration Number:	4059291	BACKUPIFY	
Registration Number:	4059292	BACKUPIFY	
Serial Number:	86106523	ALTO	
Serial Number:	86975012	SIRIS	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<i>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.</i>			
Email:	tadmin@choate.com		
Correspondent Name:	Elizabeth A. Walker		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		

OP \$240.00 4403443

TRADEMARK

ATTORNEY DOCKET NUMBER:	2004945.0030
NAME OF SUBMITTER:	Elizabeth A. Walker
SIGNATURE:	/Elizabeth A. Walker/
DATE SIGNED:	01/28/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of January 26, 2015, by DATTO, INC., a Delaware corporation (“**Datto**”), and BACKUPIFY, INC., a Delaware corporation (“**Backupify**”, and together with Datto, each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of WEBSTER BANK, N.A., as administrative agent (the “**Administrative Agent**”) for itself and the other lending institutions (collectively, the “**Lenders**”) which are or may become parties to the Credit Agreement referred to below.

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Borrowers from time to time party thereto (consisting of Datto and Backupify as of the date hereof), the Lenders from time to time party thereto and the Administrative Agent (as amended, modified or supplemented from time to time, the “**Credit Agreement**”), the Lenders have agreed to make loans and extend certain other financial accommodations to the Borrowers; and

WHEREAS, the obligation of each of the Lenders to make such loans and extend such other financial accommodations is subject to the condition, among others, that each Grantor execute and deliver this Agreement and grant the Lien in favor of the Administrative Agent for the benefit of the Secured Parties as hereinafter described;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Obligations, each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in and to all of its right, title and interest in and to the following property, whether now owned or existing or hereafter acquired or arising (the “**Trademark Collateral**”):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to on Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing,

and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark"), excluding only any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable law;

(b) all Trademark licenses for the grant by or to each Grantor of any right to use any Trademark;

(c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect or otherwise recover, any such damages.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral with the United States Patent and Trademark Office and any similar office or agency within or outside the United States. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the other Collateral Documents. Such other Collateral Documents (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. Acknowledgment. Each Grantor further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Financing Document. This Agreement is a Loan Document and a Collateral Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a

signature page of this Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement shall be construed under and governed by the laws of the State of New York.

[Signature Pages to Follow]

IN WITNESS WHEREOF, this Agreement has been executed as an instrument under seal as of the date first above written.

GRANTORS:

DATTO, INC.

By: 

Name: Austin McChord

Title: President and CEO

BACKUPIFY, INC.

By: 

Name: Austin McChord

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005448 FRAME: 0454

Acknowledged and agreed to as of the date first above written.

ADMINISTRATIVE AGENT:

WEBSTER BANK, N.A.



By: _____




Name: Robert A. Schaefer
Title: Vice President

SCHEDULE I

Registered Trademarks:

Name of Grantor	Trademark or Trademark Application	Status	Reg. No.	Reg. Date	Country
Datto	DATTO	Registered	4,403,443	9/17/13	US
Datto	DATTO ACADEMY	Registered	4,403,445	9/17/13	US
Datto	GENISIS	Registered	4,392,364	8/27/13	US
Datto	DATTO ALTO	Registered	4,507,394	4/1/14	US
Datto	INTELLIGENT BUSINESS CONTINUITY	Registered	4,403,444	9/17/13	US
Datto	INTELLIGENT BUSINESS CONTINUITY	Registered	TMA 809564	11/21/14	Canada
Datto	DATTO	Registered	1580276	4/22/14	Australia
Datto	DATTO	Registered	012137873	2/5/14	Community Trademark
Backupify	BACKUPIFY	Registered	4059291	11/22/11	US
Backupify	BACKUPIFY	Registered	4059292	11/22/11	US

Applications for Trademarks:

Name of Grantor	Trademark or Trademark Application	Status	App. No.	App. Date	Country:
Datto	 ALTO	Pending- will not respond to OA	86/106,523	10/31/13	US
Datto	 SIRIS	Published for opposition 11/11/14	86/975,012	10/31/13	US
Datto	DATTO EXO	Pending- notice of allowance 8/6/13	85/831,406	1/24/13	US
Datto	 SIRIS	Pending- notice of allowance 7/8/14	86/106,488	10/31/13	US

Datto	DATTO	Pending	1643463	9/13/13	Canada
Datto	INTELLIGENT BUSINESS CONTINUITY	Pending	1580277	9/13/13	Australia