

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACRONIS INTERNATIONAL GMBH		02/21/2014	COMPANY: SWITZERLAND
RECEIVING PARTY DATA			
Name:	OBSIDIAN AGENCY SERVICES, INC.		
Street Address:	2951 28th Street, Suite 1000		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86301534	AACRONIS	
Serial Number:	86335553	ACRONIS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	lrizzo@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	601 S. Figueroa Street, 30th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	37773.10200		
NAME OF SUBMITTER:	Miguel Ruiz		
SIGNATURE:	/Miguel Ruiz/		
DATE SIGNED:	02/11/2015		
Total Attachments: 9			
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Trademark Security Agreement

Trademark Security Agreement, dated as of February 21, 2014, by ACRONIS INTERNATIONAL GMBH, GROUPLAGIC, INC., and ACRONIS, INC. (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of OBSIDIAN AGENCY SERVICES, INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement, dated as of February 21, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “GCA”), in favor of the Collateral Agent 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and mortgage on all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- A. all Trademarks and Trademark Licenses of such Grantor listed on Schedule I attached hereto;
- B. all goodwill associated with such Trademarks and Trademark Licenses;
- C. all Proceeds of any and all of the foregoing; and
- D. all rights to sue for past, present or future infringements thereof.

Notwithstanding anything to the contrary contained in clauses A, B, C and D above, the security interest created by this Trademark Security Agreement shall not extend to any Collateral excluded from the GCA.

SECTION 3. Guarantee and Collateral 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 GCA and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the GCA, 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 is deemed to conflict with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the GCA, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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.

Very truly yours,

ACRONIS INTERNATIONAL GMBH

By: 

Name: Ilya Zubarev

Title: Director

By: _____

Name: Dr. Herbert Trachler

Title: Member of the Board of Managing Officers

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.

Very truly yours,

ACRONIS INTERNATIONAL GMBH

By: _____

Name: Ilya Zubarev

Title: Director

By:  _____

Name: Dr. Herbert Trachsler

Title: Member of the Board of Managing Officers

[Signature Page to Trademark Security Agreement (Acronis International GmbH)]

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.

Very truly yours,

GROUPLOGIC, INC.

By

Name: Ilya Zuberov

Title: Director

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.

Very truly yours,

ACHROMIS, INC

By: 

Name: Dya Zubarev

Title: Director

Accepted and Agreed:

OBSIDIAN AGENCY SERVICES, INC.,
as Collateral Agent

By: _____

Name: HOWARD LEVKOWITZ

Title: PRESIDENT

[Signature Page to Trademark Security Agreement (Acronis, Inc.)]

ADDENDUM
to
SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENCES

Trademarks

Registered Trademarks of Acronis International GmbH

<u>Country</u>	<u>Mark</u>	<u>Filing Date or Reg. Date</u>	<u>App. No. or Reg. No.</u>	<u>Registered Owner</u>
EU	AACRONIS	10/31/2014	012953576	Acronis International GmbH
SG	AACRONIS	6/19/2014	TM1409477E	Acronis International GmbH
JP	AACRONIS	11/21/2014	5720262	Acronis International GmbH
EU	Acronis & Design	12/10/2014	13128392	Acronis International GmbH

Pending Trademark Applications of Acronis International GmbH

<u>Country</u>	<u>Mark</u>	<u>Filing Date or Reg. Date</u>	<u>App. No. or Reg. No.</u>	<u>Registered Owner</u>
AU	AACRONIS	6/16/2014	1628658	Acronis International GmbH
CN	AACRONIS	N/A	Mailed	Acronis International GmbH
KR	AACRONIS	N/A	Mailed	Acronis International GmbH
CN	Acronis & Design	N/A	Mailed	Acronis International GmbH
KR	Acronis & Design	N/A	Mailed	Acronis International GmbH
RU	AACRONIS	6/26/2014	2014721258	Acronis International GmbH
TR	AACRONIS	10/30/2014	2014/87820	Acronis International GmbH
AU	Acronis & Design	8/1/2014	1638304	Acronis International GmbH
RU	Acronis & Design	7/31/2014	2014725595	Acronis International GmbH
SG	Acronis & Design	8/4/2014	418576	Acronis International

				GmbH
JP	Acronis & Design	8/4/2014	2014-065204	Acronis International GmbH
TR	Acronis & Design	10/30/2014	2014/87827	Acronis International GmbH
JP	ACRONIS ACCESS	7/15/2014	2014-059133	Acronis International GmbH
JP	ACRONIS BACKUP & RECOVERY	7/15/2014	2014-059132	Acronis International GmbH
JP	ACRONIS TRUE IMAGE	7/15/2014	2014-059134	Acronis International GmbH
US	AACRONIS	6/5/2014	86/301,534	Acronis International GmbH
US	ACRONIS & Design	7/12/2014	86/335,553	Acronis International GmbH
AU	PRIVACY EXPERT	11/24/2006	(911691) (Abandoned)	Acronis International GmbH
EU	PRIVACY EXPERT	11/24/2006	(911691) (Abandoned)	Acronis International GmbH
JP	PRIVACY EXPERT	11/24/2006	(911691) (Abandoned)	Acronis International GmbH
SG	PRIVACY EXPERT	11/24/2006	(911691) (Abandoned)	Acronis International GmbH
EU	TRUE IMAGE	10/8/2013	(012203972) (Abandoned)	Acronis International GmbH
JP	TRUE IMAGE		(Abandoned)	Acronis International GmbH