

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333035

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Second Lien Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TeamViewer GmbH | | 07/30/2014 | GmbH: GERMANY |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as Collateral Agent | | |
| Street Address: | MAC Legal, One Independence Center 101 N Tryon St., Mailcode: NC1-001-05-45 | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28255-0001 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4287766 | MONITIS | |
| Serial Number: | 85911008 | TIMEZONE.ME | |
| 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: | marina.kelly@thomsonreuters.com | | |
| Correspondent Name: | Elaine Carrera, Legal Assistant | | |
| Address Line 1: | 80 Pine Street | | |
| Address Line 2: | c/o Cahill Gordon & Reindel LLP | | |
| Address Line 4: | New York, NEW YORK 10005 | | |
| NAME OF SUBMITTER: | Elaine Carrera, Legal Assistant | | |
| SIGNATURE: | /Marina Kelly, Thomson Reuters/ | | |
| DATE SIGNED: | 02/24/2015 | | |
| Total Attachments: 6 | | | |
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement (this "Agreement"), dated as of July 30, 2014, is entered into by each of the undersigned (each, a "Grantor") in favor of Bank of America, N.A., as collateral agent (together with its successors, in such capacity, the "Collateral Agent").

WHEREAS, Grantors have executed and delivered that certain Second Lien U.S. Pledge and Security Agreement, dated on even date herewith, in favor of the Collateral Agent (the "Pledge and Security Agreement") pursuant to which Grantors have granted to Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors' right, title, and interest in and to the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of the Pledge and Security Agreement, each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor:

(i) all U.S., State and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, trade dresses, service marks, certification marks, collective marks, logos and other source of business identifiers or any other indicia of origin, designs and general tangibles of a like nature, all registrations thereof, and all applications now or hereafter made in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world, (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iii) all extensions and renewals of the foregoing, (iv) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm 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 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 4. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 6. Counterparts. This Agreement may be executed in any number of 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 page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

TEAMVIEWER GMBH

By:  _____

Name: Holger Felgner

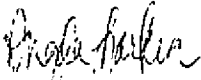
Title: CEO

[Signature Page – Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005465 FRAME: 0045

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 

Name: Angela Larkin
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005465 FRAME: 0046

SCHEDULE ATRADEMARKS

| <u>Mark</u> | <u>Grantor</u> | <u>Country</u> | <u>Serial/Registration Number</u> | <u>Application/Registration Date</u> |
|--------------------------|-----------------|------------------------------------------|-----------------------------------|--------------------------------------|
| Monitis | TeamViewer GmbH | CTM | 010434777 | 25-Apr-12 |
| MonitorUs | TeamViewer GmbH | CTM | 010434801 | 9-Oct-12 |
| Monitis | TeamViewer GmbH | USA | 4287766 | 12-Feb-13 |
| Team Viewer | TeamViewer GmbH | CTM | 010435048 | 23-Oct-12 |
| Design Mark | TeamViewer GmbH | CTM | 010975894 | 25-Oct-12 |
| TIMEZONE.ME | TeamViewer GmbH | CTM | 011798105 | 21-Aug-13 |
| Remote Control Made Easy | TeamViewer GmbH | CTM | 011077872 | 16-Sep-13 |
| Dyngate | TeamViewer GmbH | Germany | DE30454948 | 7-Dec-04 |
| Teamviewer | TeamViewer GmbH | Germany | DE30454947 | 7-Dec-04 |
| DYNGATE | TeamViewer GmbH | Madrid Protocol - AT, BX, ES, FR, RU, GB | 855851 | 21-Mar-05 |
| Teamviewer | TeamViewer GmbH | Madrid Protocol - AT, BX, ES, FR, RU, GB | 859070 | 21-Mar-05 |
| Team Viewer | TeamViewer GmbH | Korea | 4009548490000 | 22-Feb-13 |
| Team Viewer | TeamViewer GmbH | Australia | 1490874 | 14-Mar-13 |
| Team Viewer | TeamViewer GmbH | Switzerland | 640783 | 11-Mar-13 |
| TIMEZONE.ME | TeamViewer GmbH | USA | 85-911008 | 22-Apr-13 |
| Team Viewer | TeamViewer GmbH | Canada | 1604731 | 30-Nov-12 |
| Team Viewer | TeamViewer GmbH | Russia | N/A | 30-Nov-12 |