

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM359460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIGICERT, INC.		10/21/2015	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	FIFTH STREET MANAGEMENT LLC		
Street Address:	777 WEST PUTNAM AVENUE		
Internal Address:	3RD FLOOR		
City:	GREENWICH		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3974773	CLICKID	
Registration Number:	3759885	YOUR SUCCESS IS BUILT ON TRUST	
Registration Number:	2855347	DIGICERT	
Registration Number:	2988043	DIGICERT	
Registration Number:	3924221	REAL CUSTOMER SUPPORT...REALLY	
Registration Number:	3924222	SSL DONE RIGHT	
Registration Number:	3886028	IT'S GOOD...REALLY GOOD	
Registration Number:	3961174		
Registration Number:	4234789	CLICKID	
Registration Number:	4616534	WILDCARD PLUS	
Registration Number:	4570221	DIRECT CERT PORTAL	
Registration Number:	4580189	DIRECTASSURED	
Registration Number:	3556797	DIGICERT	
Registration Number:	4785653	CERTCENTRAL	
Serial Number:	86588516	CERTIFICATE INSPECTOR	
CORRESPONDENCE DATA			
Fax Number:	6508134848		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6508134800
Email: patents@dechert.com
Correspondent Name: DECHERT LLP
Address Line 1: 2440 W. EL CAMINO REAL
Address Line 2: SUITE 700
Address Line 4: MOUNTAIN VIEW, CALIFORNIA 94040

ATTORNEY DOCKET NUMBER:	390581-135237
NAME OF SUBMITTER:	BERTRAND CHOE
SIGNATURE:	/Bertrand Choe/
DATE SIGNED:	10/21/2015

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of October 21, 2015 (this “Trademark Security Agreement”), by digicert, Inc., a Utah corporation (the “Pledgor”), in favor of Fifth Street Management LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the “Collateral Agent”) pursuant to that certain Second Lien Credit Agreement, dated as of October 21, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Unipeg Merger Corp., a Delaware corporation (“Merger Sub” or the “Initial Borrower”), to be merged with and into DigiCert Holdings, Inc., a Delaware corporation (the “Target” and, following the consummation of the Closing Date Acquisition, the “Borrower”), DigiCert Intermediate Holdings, Inc., a Delaware corporation (“Holdings”), the Pledgor and each of the other guarantors listed on the signature pages thereto, the lenders from time to time party thereto, and the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgor is party to that certain Second Lien Security Agreement dated as of October 21, 2015, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property, whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”): all trademarks service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), including the United States trademark registrations and applications for registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use of any of the foregoing, (ii) all goodwill of the business connected with the use thereof and symbolized thereby, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (vi) rights corresponding thereto throughout the world.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by such Pledgor of a security interest therein would result in loss by such Pledgor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

SECTION 3. Security 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 Security Agreement, and the Pledgor 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 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Once the Commitments have been terminated and the principal of and interest and premium (if any) on each Loan and all Fees and all other expenses or amounts payable under any Loan Document have been paid in full (other than contingent indemnification obligations that, pursuant to the terms of the Credit Agreement and the other Loan Documents, survive the termination thereof), the security interest granted pursuant to the Security Agreement and the security interest granted herein shall terminate and be deemed released, and upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral 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.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DIGICERT, INC., as Pledgor

By: 

Name: John Merrill

Title: Chief Financial Officer

Signature Page to Second Lien Trademark Security Agreement

Accepted and Agreed:

**FIFTH STREET MANAGEMENT LLC,
as Collateral Agent**

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

SCHEDULE 1
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	App. No. / App. Date	Reg. No. / Reg. Date	Status	Owner
CLICKID	7709958 9/28/2006	3974773 6/7/2011	Registered	digicert, Inc.
YOUR SUCCESS IS BUILT ON TRUST	77605335 10/31/2008	3759885 3/16/2010	Registered	digicert, Inc.
DIGICERT	78245909 5/5/2003	2855347 6/15/2004	Registered	digicert, Inc.
DIGICERT	78246061 5/6/2003	2988043 8/23/2005	Registered	digicert, Inc.
REAL CUSTOMER SUPPORT ... REALLY	85017423 4/19/2010	3924221 2/22/2011	Registered	digicert, Inc.
SSL DONE RIGHT	85017446 4/19/2010	3924222 2/22/2011	Registered	digicert, Inc.
IT'S GOOD ... REALLY GOOD	85017478 4/19/2010	3886028 6/7/2010	Registered	digicert, Inc.
	85120002 8/31/2010	3961174 5/17/2011	Registered	digicert, Inc.
CLICKID	85327187 5/23/2011	4234789 10/30/2012	Registered	digicert, Inc.
WILDCARD PLUS	86160251 1/8/2014	4616534 10/7/2014	Registered	digicert, Inc.
DIRECT CERT PORTAL	86185525 2/5/2014	4570221 7/15/2014	Registered Supplemental Register	digicert, Inc.
DIRECTASSURED	86188091 2/7/2014	4580189 8/5/2014	Registered	digicert, Inc.
	77475892 5/15/2008	3556797 1/6/2009	Registered	digicert, Inc.
CertCentral	86479592 12/12/2014	4785653 8/4/2015	Registered	digicert, Inc.
Certificate Inspector	86588516 4/6/2015		Pending	digicert, Inc.