TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372132

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Galaxy Technologies, LLC		02/05/2016	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	The Cayman Islands Branch of a bank organized and existing under the laws of Switzerland: SWITZERLAND

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4559529	GNS3
Serial Number:	86627183	GNS3 JUNGLE
Serial Number:	86627160	GNS3 ACADEMY
Serial Number:	86627194	

CH $115.00 4559529

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1200
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	049646-0316
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	02/05/2016

Total Attachments: 14

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement, dated as of February 5, 2016 (this "Trademark Security Agreement"), by and among Rhino Software, Inc., Librato, Inc., SolarWinds Worldwide, LLC, Galaxy Technologies, LLC and Confio Corporation (individually, a "Pledgor", and, collectively, the "Pledgors") in favor of Credit Suisse AG, Cayman Islands Branch 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 First Lien Credit Agreement, dated as of February 5, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among SolarWinds Intermediate Holdings I, Inc., a Delaware corporation ("Holdings"), SolarWinds Holdings, Inc., a Delaware corporation ("Borrower"), the Pledgors and each of the other guarantors listed on the signature pages thereto, the lenders from time to time party thereto, the several agents party thereto, including the Collateral Agent and Credit Suisse AG, Cayman Islands Branch, MIHI LLC and Nomura Corporate Funding Americas, LLC, as Issuing Banks.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to that certain First Lien Security Agreement dated as of February 5, 2016 (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 Pledgors pledged and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Pledgors 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 ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference 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 the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Assets, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): all trademarks (including 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 and service mark 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) rights to 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 or otherwise recover for past, present and future infringements, dilutions or other violations thereof and (vi) rights corresponding thereto throughout the world.

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 each 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. 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 5. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the 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.

RHINO SOFTWARE, INC.

By: _____
Name: J. Barton Kalsu
Title: President

[First Lien Trademark Security Agreement Signature Page]

IN WITNESS WHEREOF, the 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.

LIBRATO, INC.

By: _____
Name: J. Barton Kalsu
Title: President

[First Lien Trademark Security Agreement Signature Page]

IN WITNESS WHEREOF, the 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.

GALAXY TECHNOLOGIES, LLC

By: _____
Name: J. Barton Kalsu
Title: Manager

[First Lien Trademark Security Agreement Signature Page]

IN WITNESS WHEREOF, the 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.

CONFIO CORPORATION

By: _____
Name: J. Barton Kalsu
Title: President

[First Lien Trademark Security Agreement Signature Page]

IN WITNESS WHEREOF, the 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.

SOLARWINDS WORLDWIDE, LLC

By: SolarWinds, Inc., its sole member

By:
Name: Kevin B. Thompson
Title: President and Chief Executive Officer

{First Lien Trademark Security Agreement Signature Page}

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Collateral Agent

By: _____
Name: Nupur Kumar
Title: Authorized Signatory

By: _____
Name: Whitney Gaston
Title: Authorized Signatory

SCHEDULE 1
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	TITLE	REGISTRATION NUMBER
RHINO SOFTWARE, INC.	RHINOSOFT	4264035
RHINO SOFTWARE, INC.	FTP VOYAGER	2389730
RHINO SOFTWARE, INC.	SERV-U	3422474
LIBRATO, INC.	LIBRATO LIBRATO	3648663
SOLARWINDS WORLDWIDE, LLC	CYBERGAUGE	2073649
SOLARWINDS WORLDWIDE, LLC	IPMONITOR	2716655
SOLARWINDS WORLDWIDE, LLC	IPMONITOR IPMONITOR	3227510

OWNER	TITLE	REGISTRATION NUMBER
SOLARWINDS WORLDWIDE, LLC	IPMONITOR	3227511
SOLARWINDS WORLDWIDE, LLC	LANSURVEYOR	2307348
SOLARWINDS WORLDWIDE, LLC	LANSURVEYOR	3417619
SOLARWINDS WORLDWIDE, LLC	SOLARWINDS	2917050
SOLARWINDS WORLDWIDE, LLC	ORION	3259711
SOLARWINDS WORLDWIDE, LLC	DOMAIN DOCTOR	3824851
SOLARWINDS WORLDWIDE, LLC	KIWI	3736025
SOLARWINDS WORLDWIDE, LLC	KIWI SYSLOG	3748388

OWNER	TITLE	REGISTRATION NUMBER
SOLARWINDS WORLDWIDE, LLC	KIWI CATTOOLS KIWI CATTOOLS	3833401
SOLARWINDS WORLDWIDE, LLC	CATTOOLS CATTOOLS	3833402
SOLARWINDS WORLDWIDE, LLC	SOLAR INK SOLAR INK	3514809
SOLARWINDS WORLDWIDE, LLC	solarwinds SOLARWINDS	3690114
SOLARWINDS WORLDWIDE, LLC	CERTIFIED SOLARWINDS CERTIFIED PROFESSIONAL	3805774
SOLARWINDS WORLDWIDE, LLC	SOLARWINDS CERTIFIED PROFESSIONAL SOLARWINDS CERTIFIED PROFESSIONAL	3805776
SOLARWINDS WORLDWIDE, LLC	THWACK THWACK	3470427
SOLARWINDS WORLDWIDE, LLC	USB-Defender USB-DEFENDER	3165081

OWNER	TITLE	REGISTRATION NUMBER
SOLARWINDS WORLDWIDE, LLC	WORKSPACE STUDIO WORKSPACE STUDIO	3692221
SOLARWINDS WORLDWIDE, LLC	Design Only	3640732
SOLARWINDS WORLDWIDE, LLC	DAMEWARE DAMEWARE	4193803
SOLARWINDS WORLDWIDE, LLC	DNSSTUFF DNSSTUFF	4220804
SOLARWINDS WORLDWIDE, LLC	DNSSTUFF.COM DNSSTUFF.COM	4232650
SOLARWINDS WORLDWIDE, LLC	MA MA	4745847
SOLARWINDS WORLDWIDE, LLC	MA MA	4745848
SOLARWINDS WORLDWIDE, LLC	MOBILE ADMIN MOBILE ADMIN	4340984

OWNER	TITLE	REGISTRATION NUMBER
SOLARWINDS WORLDWIDE, LLC	PATCHZONE PATCHZONE	4320661
SOLARWINDS WORLDWIDE, LLC	ROVE ROVE	3957232
SOLARWINDS WORLDWIDE, LLC	SOLARWINDS SOFTWARE SOLARWINDS SOFTWARE	3964126
SOLARWINDS WORLDWIDE, LLC	WEB HELP DESK WEB HELP DESK	4435028
GALAXY TECHNOLOGIES, LLC	GNS3 GNS3	4559529
CONFIO CORPORATION	CONFIO	3201107
CONFIO CORPORATION	CONFIO IGNITE	3201106

United States Trademark Applications:

OWNER	MARK	SERIAL NUMBER

OWNER	MARK	SERIAL NUMBER
SOLARWINDS WORLDWIDE, LLC	SOLARWINDS CLOUD SOLARWINDS CLOUD	86607890
GALAXY TECHNOLOGIES, LLC	GNS3 JUNGLE GNS3 JUNGLE	86627183
GALAXY TECHNOLOGIES, LLC	GNS3 ACADEMY GNS3 ACADEMY	86627160
GALAXY TECHNOLOGIES, LLC	 Design Only	86627194

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