# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372142

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

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| SolarWinds Worldwide, 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: 1**

| Property Type | Number | Word Mark |
|---|---|---|
| **Serial Number:** | 86607890 | SOLARWINDS CLOUD |

**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<br>LIBRATO | 3648663 |
| SOLARWINDS WORLDWIDE, LLC | CYBERGAUGE | 2073649 |
| SOLARWINDS WORLDWIDE, LLC | IPMONITOR | 2716655 |
| SOLARWINDS WORLDWIDE, LLC | IPMONITOR<br>IPMONITOR | 3227510 |

| OWNER | TITLE | REGISTRATION NUMBER |
|---|---|---|
| SOLARWINDS WORLDWIDE, LLC | IpMonitor<br>IPMONITOR | 3227511 |
| SOLARWINDS WORLDWIDE, LLC | LANsurveyor<br>LANSURVEYOR | 2307348 |
| SOLARWINDS WORLDWIDE, LLC | LANSURVEYOR<br>LANSURVEYOR | 3417619 |
| SOLARWINDS WORLDWIDE, LLC | SOLARWINDS<br>SOLARWINDS | 2917050 |
| SOLARWINDS WORLDWIDE, LLC | ORION<br>ORION | 3259711 |
| SOLARWINDS WORLDWIDE, LLC | DOMAIN DOCTOR<br>DOMAIN DOCTOR | 3824851 |
| SOLARWINDS WORLDWIDE, LLC | KIWI<br>KIWI | 3736025 |
| SOLARWINDS WORLDWIDE, LLC | KIWI SYSLOG<br>KIWI SYSLOG | 3748388 |

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

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

| OWNER | TITLE | REGISTRATION NUMBER |
|---|---|---|
| SOLARWINDS WORLDWIDE, LLC | PATCHZONE<br>PATCHZONE | 4320661 |
| SOLARWINDS WORLDWIDE, LLC | ROVE<br>ROVE | 3957232 |
| SOLARWINDS WORLDWIDE, LLC | SOLARWINDS SOFTWARE<br>SOLARWINDS SOFTWARE | 3964126 |
| SOLARWINDS WORLDWIDE, LLC | WEB HELP DESK<br>WEB HELP DESK | 4435028 |
| GALAXY TECHNOLOGIES, LLC | GNS3<br>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<br>SOLARWINDS CLOUD | 86607890 |
| GALAXY TECHNOLOGIES, LLC | GNS3 JUNGLE<br>GNS3 JUNGLE | 86627183 |
| GALAXY TECHNOLOGIES, LLC | GNS3 ACADEMY<br>GNS3 ACADEMY | 86627160 |
| GALAXY TECHNOLOGIES, LLC | <br>Design Only | 86627194 |

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