

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM389035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOMGAR CORPORATION		06/23/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, AS COLLATERAL AGENT		
Street Address:	666 Fifth Avenue		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	3558116	BOMGAR	
Registration Number:	4321476	BOMGAR	
Registration Number:	3558117	BOMGAR BOX	
Registration Number:	4321475	BOMGAR BOX	
Registration Number:	4136640	BOMGAR BUTTON	
Registration Number:	4321474	BOMGAR BUTTON	
Registration Number:	3800713	B	
Registration Number:	4321473	B	
Registration Number:	4321471	BOMGAR ATLAS CLUSTER	
Registration Number:	4321472	BOMGAR ATLAS TECHNOLOGY	
Registration Number:	4132946	BOMGAR EMBASSY	
Registration Number:	4321506	BOMGAR ANALYTICS	
Registration Number:	4400827	BOMGAR UNIVERSITY	
Registration Number:	4400828	U BOMGAR BOMGAR UNIVERSITY	
Registration Number:	4050969	ENTERPRISE REMOTE SUPPORT	
Registration Number:	4418762	JUMP	
Registration Number:	4498428	JUMP	
Registration Number:	3715782	JUMPOINT	

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Property Type	Number	Word Mark
Registration Number:	4250651	JUMPOINT
Registration Number:	3558122	THE BOX THAT'S REVOLUTIONIZING REMOTE SU
Registration Number:	3697322	REMOTE SUPPORT APPLIANCE
Serial Number:	86791792	BOMGAR INSIGHT
Serial Number:	86790955	BOMGAR PRIVILEGED ACCESS MANAGEMENT
Serial Number:	86798843	BOMGAR VAULT
Serial Number:	86791780	CONNECT FEARLESSLY
Serial Number:	86807504	REMOTE SUPPORT APPLIANCE
Serial Number:	87011002	BOMGAR CONNECT
Serial Number:	87029225	BOMGAR PASSWORD RESET
Serial Number:	87029226	BOMGAR VERIFY

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	06/23/2016

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of June 23, 2016 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of GOLUB CAPITAL LLC, a Delaware limited liability company (“**Golub**”), located at 666 Fifth Avenue, 18th Floor, New York, NY 10103, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 23, 2016, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among BLACKHAWK MERGER SUB II, INC., a Delaware corporation (“**Merger Sub**” or “**Initial Borrower**”), BLACKHAWK MERGER SUB I, INC., a Delaware corporation (the “**Parent Merger Sub**”), the direct parent of the Initial Borrower, BOMGAR CORPORATION, a Delaware corporation (the “**Company**”), BRAVE INTERMEDIATE CORPORATION, a Delaware corporation (“**Parent**”), the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and Golub, as Administrative Agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of June 23, 2016, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, such Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BOMGAR CORPORATION,
a Delaware corporation,
as a Grantor

By: _____

Name: Bruce Duncer

Title: Chief Financial Officer

A handwritten signature in black ink, appearing to read 'BD', is written over a horizontal line. The signature is stylized and cursive.

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005820 FRAME: 0519

GOLUB CAPITAL LLC,
a Delaware limited liability company,
as Collateral Agent

By: 
Name:
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005820 FRAME: 0520

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date
Bomgar Corporation	BOMGAR (Class 9)	77092497	1/26/2007	3,558,116	1/6/2009
Bomgar Corporation	BOMGAR (Class 42)	85251501	2/25/2011	4,321,476	4/16/2013
Bomgar Corporation	BOMGAR BOX (Class 9)	77092507	1/26/2007	3,558,117	1/6/2009
Bomgar Corporation	BOMGAR BOX (Class 42)	85251494	2/25/2011	4,321,475	4/16/2013
Bomgar Corporation	BOMGAR BUTTON (Class 9)	85240007	2/11/2011	4,136,640	5/1/2012
Bomgar Corporation	BOMGAR BUTTON (Class 42)	85251488	2/25/2011	4,321,474	4/16/2013
Bomgar Corporation	"B" (Stylized and Design: square corners) (Class 9)	77703408	3/31/2009	3,800,713	6/8/2010
Bomgar Corporation	"B" (Stylized and Design: round corners) (Class 42)	85251485	2/25/2011	4,321,473	4/16/2013
Bomgar	BOMGAR ATLAS CLUSTER	85251470	2/25/2011	4,321,471	4/16/2013

Corporation	(Classes 9 and 42)				
Bomgar Corporation	BOMGAR ATLAS TECHNOLOGY (Classes 9 and 42)	85251474	2/25/2011	4,321,472	4/16/2013
Bomgar Corporation	BOMGAR EMBASSY (Class 9)	85251483	2/25/2011	4,132,946	4/24/2012
Bomgar Corporation	BOMGAR ANALYTICS (Classes 9 and 42)	85305055	4/26/2011	4,321,506	4/16/2013
Bomgar Corporation	BOMGAR UNIVERSITY (Class 41)	85490387	12/8/2011	4,400,827	9/10/2013
Bomgar Corporation	U BOMGAR BOMGAR UNIVERSITY & Design (Class 41)	85490396	12/8/2011	4,400,828	9/10/2013
Bomgar Corporation	ENTERPRISE REMOTE SUPPORT (Class 9)	77703392	3/31/2009	4,050,969	11/1/2011
Bomgar Corporation	JUMP (Class 9)	77243484	7/31/2007	4,418,762	10/15/2013
Bomgar Corporation	JUMP (Class 42)	85/251,510	2/25/2011	4,498,428	3/18/14
Bomgar Corporation	JUMPOINT (Class 9)	77233452	7/19/2007	3,715,782	11/24/2009
Bomgar	JUMPOINT (Class	85251508	2/25/2011	4,250,651	11/27/2012

Corporation	42)				
Bomgar Corporation	THE BOX THAT'S REVOLUTIONIZING REMOTE SUPPORT (Class 9)	77094814	1/30/2007	3,558,122	1/6/2009
Bomgar Corporation	REMOTE SUPPORT APPLIANCE (Class 9)	77745464	5/27/2009	3,697,322	10/13/2009
Bomgar Corporation	BOMGAR INSIGHT (Classes 9 and 42)	86791792	10/19/2015		
Bomgar Corporation	BOMGAR PRIVILEGED ACCESS MANAGEMENT	86790955	10/16/2015		
Bomgar Corporation	BOMGAR VAULT	86798843	10/26/2015		
Bomgar Corporation	CONNECT FEARLESSLY	86791780	10/19/2015		
Bomgar Corporation	REMOTE SUPPORT APPLIANCE (Class 9)	86807504	11/3/2015		
Bomgar Corporation	BOMGAR CONNECT (Class 9 and 42)	87011002	4/22/2016		
Bomgar Corporation	Bomgar Password Reset (Class 9 and 42)	87029225	5/9/16		
Bomgar Corporation	Bomgar Verify (Class 9 and 42)	87029226	5/19/16		