

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM413267

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intralinks, Inc., as Grantor		01/19/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Serial Number:	86968451	BUSINESS BEYOND BOUNDARIES	
Serial Number:	86968454	BUSINESS BEYOND BOUNDARIES	
Registration Number:	4664370		
Serial Number:	86968449	CONTENT COLLABORATION NETWORK	
Serial Number:	86968452	CONTENT COLLABORATION NETWORK	
Registration Number:	4713021	DEALNEXUS	
Registration Number:	4318140	DEALSPACE	
Registration Number:	4735750	DEBTSPACE	
Serial Number:	87243525	DISTRIBUTED CONTENT NODES	
Serial Number:	87243531	DISTRIBUTED CONTENT NODES	
Registration Number:	4229978	ENTERPRISE. STRENGTH. COLLABORATION.	
Registration Number:	4735751	FUNDSpace	
Registration Number:	4388832	INTRALINKS CONNECT	
Registration Number:	3278446	IL INTRALINKS	
Registration Number:	4241449	IL INTRALINKS	
Registration Number:	2859247	INTRALINKS	
Registration Number:	4241452	INTRALINKS	
Registration Number:	4864293	INTRALINKS	
Registration Number:	4664369		

CH \$1140.00 86968451

Property Type	Number	Word Mark
Registration Number:	4241450	INTRALINKS COURIER
Registration Number:	4937831	INTRALINKS DEALMANAGER
Registration Number:	4621918	INTRALINKS DEALNEXUS
Registration Number:	4621919	INTRALINKS DEALNEXUS
Registration Number:	4318142	INTRALINKS DEALSPACE
Registration Number:	4534563	INTRALINKS DEALSPACE
Registration Number:	4539393	INTRALINKS DEBTSPACE
Registration Number:	4539394	INTRALINKS FUNDSpace
Registration Number:	4534561	INTRALINKS
Registration Number:	4534562	INTRALINKS STUDYSPACE
Serial Number:	87243538	INTRALINKS TRUST PERIMETER
Serial Number:	87243542	INTRALINKS TRUST PERIMETER
Serial Number:	85870616	INTRALINKS UNSHARE
Registration Number:	4530670	INTRALINKS VIA
Registration Number:	4724280	INTRALINKS VIA
Registration Number:	4864114	IRM BY DESIGN
Serial Number:	87243533	SECURITY BEYOND BOUNDARIES
Registration Number:	4229980	SHARE ANYWHERE. CONTROL EVERYTHING.
Registration Number:	4735754	STUDYSPACE
Registration Number:	4426889	UNSHARE
Registration Number:	4532670	UNSHARE
Registration Number:	4615362	UNSHARE IT
Registration Number:	4630031	UNSHARE.COM
Serial Number:	86314578	VIA
Serial Number:	87285389	INTRALINKS UNSHARE
Serial Number:	87243522	SECURITY BEYOND BOUNDARIES

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 475206

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED:	01/23/2017
Total Attachments: 6 source=1-23-17 Intralinks 3-TM#page1.tif source=1-23-17 Intralinks 3-TM#page2.tif source=1-23-17 Intralinks 3-TM#page3.tif source=1-23-17 Intralinks 3-TM#page4.tif source=1-23-17 Intralinks 3-TM#page5.tif source=1-23-17 Intralinks 3-TM#page6.tif	

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of January 19, 2017, is made by IntraLinks, Inc., a Delaware corporation (the "Grantor"), in favor of Goldman Sachs Bank USA, as collateral agent (in such capacity, the "Agent") for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of January 19, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Synchronoss Technologies, Inc., a Delaware corporation (the "Borrower"), the lending institutions from time to time parties thereto (each a "Lender" and collectively, together with the Swingline Lender, the "Lenders") and the Agent, as the Administrative Agent, the Collateral Agent, the Swingline Lender and a Letter of Credit Issuer.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of January 19, 2017 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make their respective Loans to the Borrower and the Letter of Credit Issuers to issue Letters of Credit, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment

and performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations.

3. Purpose. This Agreement has been executed and delivered by 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 Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security 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 Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

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.

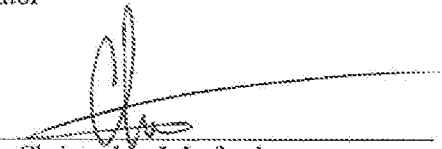
6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

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.

INTRALINKS, INC.,
as the Grantor

By:



Name: Christopher J. Lafond
Title: Authorized Officer

[Synchronoss - Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 005969 FRAME: 0948

GOLDMAN SACHS BANK USA,
as the Agent

By: _____
Name:
Title: Robert Ehudin
Authorized Signatory

[Synchronoss -- Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 005969 FRAME: 0949

SCHEDULE A

U.S. Trademark Registrations and Applications

Registered Owner/Grantor	Application No.	Registration No.	Trademark
IntraLinks, Inc.	86968451		BUSINESS BEYOND BOUNDARIES
IntraLinks, Inc.	86968454		BUSINESS BEYOND BOUNDARIES
IntraLinks, Inc.	85900749	4664370	CLOUD IN A BOX DESIGN I
IntraLinks, Inc.	86968449		CONTENT COLLABORATION NETWORK
IntraLinks, Inc.	86968452		CONTENT COLLABORATION NETWORK
IntraLinks, Inc.	85900760	4713021	DEALNEXUS
IntraLinks, Inc.	85490784	4318140	DEALSPACE
IntraLinks, Inc.	85851045	4735750	DEBTSPACE
IntraLinks, Inc.	87243525		DISTRIBUTED CONTENT NODES
IntraLinks, Inc.	87243531		DISTRIBUTED CONTENT NODES
IntraLinks, Inc.	85573617	4229978	ENTERPRISE. STRENGTH. COLLABORATION.
IntraLinks, Inc.	85851051	4735751	FUNDSPACE
IntraLinks, Inc.	85490814	4388832	IL CONNECT
IntraLinks, Inc.	77004854	3278446	IL INTRALINKS
IntraLinks, Inc.	85573608	4241449	IL INTRALINKS
IntraLinks, Inc.	76181036	2859247	INTRALINKS
IntraLinks, Inc.	85573634	4241452	INTRALINKS
IntraLinks, Inc.	86415443	4864293	INTRALINKS
IntraLinks, Inc.	85900740	4664369	INTRALINKS CLOUD DESIGN II
IntraLinks, Inc.	85573631	4241450	INTRALINKS COURIER
IntraLinks, Inc.	86487667	4937831	INTRALINKS DEALMANAGER
IntraLinks, Inc.	85900754	4621918	INTRALINKS DEALNEXUS (word)
IntraLinks, Inc.	85900763	4621919	INTRALINKS DEALNEXUS LOGO
IntraLinks, Inc.	85490800	4318142	INTRALINKS DEALSPACE
IntraLinks, Inc.	85857790	4534563	INTRALINKS DEALSPACE LOGO
IntraLinks, Inc.	85857794	4539393	INTRALINKS DEALSPACE (logo)
IntraLinks, Inc.	85857800	4539394	INTRALINKS FUNDSPACE (logo)
IntraLinks, Inc.	85857780	4534561	INTRALINKS LOGO
IntraLinks, Inc.	85857785	4534562	INTRALINKS STUDYSPACE (logo)
IntraLinks, Inc.	87243538		INTRALINKS TRUST PERIMETER
IntraLinks, Inc.	87243542		INTRALINKS TRUST PERIMETER
IntraLinks, Inc.	85870616		INTRALINKS UNSHARE
IntraLinks, Inc.	85850997	4530670	INTRALINKS VIA
IntraLinks, Inc.	85857809	4724280	INTRALINKS VIA LOGO
IntraLinks, Inc.	86370798	4864114	IRM BY DESIGN

IntraLinks, Inc.	87243522		SECURITY BEYOND BOUNDARIES
IntraLinks, Inc.	87243533		SECURITY BEYOND BOUNDARIES
IntraLinks, Inc.	85573626	4229980	SHARE ANYWHERE. CONTROL EVERYTHING.
IntraLinks, Inc.	85857816	4735754	STUDYSPACE
IntraLinks, Inc.	85870626	4426889	UNSHARE
IntraLinks, Inc.	86049792	4532670	UNSHARE (stylized)
IntraLinks, Inc.	85870620	4615362	UNSHARE IT
IntraLinks, Inc.	85870629	4630031	UNSHARE.COM
IntraLinks, Inc.	86314578		VIA
IntraLinks, Inc.	87285389		INTRALINKS UNSHARE