

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM413269

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Synchronoss Technologies, Inc., as Grantor		01/19/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Bank USA, as Collateral Agent		
<b>Street Address:</b>	200 West Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4980697	SYNCHRONOSS MOBILE CONTENT TRANSFER	
Registration Number:	4980696	SYNCHRONOSS MOBILE CONTENT TRANSFER	
Registration Number:	4980584	SYNCHRONOSS PERSONAL CLOUD	
Registration Number:	4980565	SYNCHRONOSS WORKSPACE	
Registration Number:	4960662	INTEGRATED LIFE	
Registration Number:	4290820	INTERCONNECTNOW	
Registration Number:	3826529	SPEECHCYCLE	
Registration Number:	3542698	QUICKTOUCH	
Registration Number:	3392655	CONVERGENCENOW	
Registration Number:	2699612		
Registration Number:	2692360	PERFORMANCEPARTNER	
Registration Number:	2519810	SYNCHRONOSS	
Registration Number:	2623426	ACTIVATIONNOW	
Registration Number:	3147054	FUSIONONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<i>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.</i>			

CH \$365.00 4980697

<b>Phone:</b>	2024083141
<b>Email:</b>	jean.paterson@cscglobal.com
<b>Correspondent Name:</b>	Corporation Service Company
<b>Address Line 1:</b>	1090 Vermont Avenue, NW
<b>Address Line 4:</b>	Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	475206-4
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<b>NAME OF SUBMITTER:</b>	Jean Paterson
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<b>SIGNATURE:</b>	/jep/
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<b>DATE SIGNED:</b>	01/23/2017
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**Total Attachments: 5**

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## 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 Synchronoss Technologies, 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.

SYNCHRONOSS TECHNOLOGIES, INC.,  
as the Grantor

By:



Name: Karen L. Rosenberger

Title: Authorized Officer

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: 0986

## SCHEDULE A

### U.S. Trademark Registrations and Applications<sup>1</sup>

Title	App. #/Reg. #	Current Owner
SYNCHRONOSS MOBILE CONTENT TRANSFER	4980697	Synchronoss Technologies, Inc.
SYNCHRONOSS MOBILE CONTENT TRANSFER	4980696	Synchronoss Technologies, Inc.
SYNCHRONOSS PERSONAL CLOUD	4980584	Synchronoss Technologies, Inc.
SYNCHRONOSS WORKSPACE	4980565	Synchronoss Technologies, Inc.
INTEGRATED LIFE	4960662	Synchronoss Technologies, Inc.
INTERCONNECTNOW	4290820	Synchronoss Technologies, Inc.
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DESIGN ONLY	2699612	Synchronoss Technologies, Inc.
PERFORMANCE PARTNER	2692360	Synchronoss Technologies, Inc.
SYNCHRONOSS	2519810	Synchronoss Technologies, Inc.
ACTIVATIONNOW	2623426	Synchronoss Technologies, Inc.
FUSIONONE	3147054	Synchronoss Technologies, Inc.

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<sup>1</sup> Cancelled and abandoned trademarks not listed.