

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avast Software s.r.o.		10/25/2016	a company organized under the laws of the Czech Republic: CZECH REPUBLIC
RECEIVING PARTY DATA			
Name:	Credit Suisse International, as Collateral Agent		
Street Address:	One Cabot Square		
City:	London		
State/Country:	GREAT BRITAIN		
Postal Code:	E14 4QJ		
Entity Type:	Limited Liability Company: ENGLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3976488	A	
Registration Number:	4299040	WEBREP	
Registration Number:	4478615	AVAST! SECURELINE	
Registration Number:	4909265	GRIMEFIGHTER	
Registration Number:	4909266	GRIMEFIGHTER	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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>			
Phone:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	28302.60500		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		

CH \$140.00 3976488

DATE SIGNED:	01/25/2017
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”) dated as of October 25, 2016, is made by the Person listed on the signature page hereof (the “**Grantor**”) in favor of Credit Suisse International, as the Collateral Agent.

Reference is made to that certain Credit Agreement, dated as of September 30, 2016 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Avast Software B.V., a company organized under the laws of the Netherlands with corporate seat in Amsterdam, the Netherlands, Sybil Software LLC, a Delaware limited liability company, as the U.S. Borrower, Avast Software s.r.o., a company organized under the laws of the Czech Republic, as the Czech Borrower, Avast Holding B.V., a company organized under the laws of the Netherlands with corporate seat in Amsterdam, the Netherlands, as Holdings, certain Restricted Subsidiaries of the Company party thereto from time to time, as Revolving Borrowers, Credit Suisse International, as the Administrative Agent and the Collateral Agent, and the Lenders party thereto from time to time.

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The several and not joint obligations of the Lenders to extend credit to the Borrowers are conditioned upon, among other things, the execution and delivery of this Trademark Security Agreement by the Grantor. The Grantor is a Borrower and will derive substantial direct and indirect benefits from the Credit Extensions and is willing to execute and deliver this Trademark Security Agreement in order to induce the Lenders to extend credit to the Borrowers.

Under the terms of the Credit Agreement and the terms hereunder, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in, to and under its trademarks (which include trademarks and trademark applications now owned or hereafter acquired), including the trademarks set forth on Schedule A attached hereto; provided that in no event shall any security interest be granted in any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in trademarks by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Release of Security. The Collateral Agent shall, promptly upon the reasonable request of the Grantor in accordance with Section 9.11 of the Credit Agreement or upon the Termination Date, deliver to the Grantor (at the Grantor's sole cost and expense) a fully executed and recordable release of the security interest granted herein.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Security Agreement shall become effective when the Collateral Agent shall have received a counterpart of this Trademark Security Agreement that bears the signature of the Grantor and the Collateral Agent has executed a counterpart hereof. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or other electronic imaging means (including in .pdf format via electronic mail) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Credit Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

SECTION 8. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

AVAST SOFTWARE S.R.O., as the Grantor

By: 

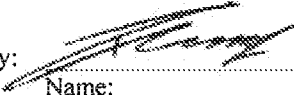
Name:

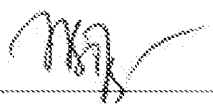
ALAN DASSABY

Title:

DIRECTOR

CREDIT SUISSE INTERNATIONAL, as the Collateral Agent and the Grantee

By: 
Name: Jan Croft
Title: Assistant Vice President
Operations

By: 
Name: Irina Borisova
Title: Director

{Signature Page to Trademark Security Agreement - Avast Software s.r.o.}

SCHEDULE A

<u>NO.</u>	<u>MARK</u>	<u>SERIAL NO.</u>	<u>APP. NO.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNER</u>
1.	A	77968124	3/25/2010	3976488	6/14/2011	Avast Software s.r.o.
2.	AVAST	79007511	6/22/2004	3082991	4/18/2006	Avast Software s.r.o.
3.	SECURE.ME	79114830	2/21/2012	4322660	4/23/2013	Avast Software s.r.o.
4.	WEBREP	85472821	11/15/2011	4299040	3/5/2013	Avast Software s.r.o.
5.	AVAST! SECURELINE	85598626	4/16/2012	4478615	2/4/2014	Avast Software s.r.o.
6.	GRIMEFIGHTER	86130456	11/27/2013	4909265	3/1/2016	Avast Software s.r.o.
7.	GRIMEFIGHTER	86130463	11/27/2013	4909266	3/1/2016	Avast Software s.r.o.