

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM413965

<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>
AVG Netherlands B.V.		01/27/2017	Besloten Vennootschap (B.V.): NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse International, as Collateral Agent		
<b>Street Address:</b>	One Cabot Square		
<b>City:</b>	London		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	E14 4QJ		
<b>Entity Type:</b>	Limited Liability Company: ENGLAND		
<b>PROPERTY NUMBERS Total: 35</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2816272	TUNEUP UTILITIES	
<b>Registration Number:</b>	2786062	MANAGED WORKPLACE	
<b>Registration Number:</b>	3295838	LINKSCANNER	
<b>Registration Number:</b>	3629247		
<b>Registration Number:</b>	3857243	CROSSLOOP	
<b>Registration Number:</b>	4029058	CROSSLOOP	
<b>Registration Number:</b>	3720934	MANAGED WORKPLACE	
<b>Registration Number:</b>	3962243	AVG IDENTITY PROTECTION	
<b>Registration Number:</b>	3765619	ULTIMATE ONLINE FAMILY PROTECTION	
<b>Registration Number:</b>	3765620	ULTIMATE ONLINE FAMILY PROTECTION	
<b>Registration Number:</b>	4094107	BSECURE CLOUDCARE	
<b>Registration Number:</b>	4003000	BSECURE CLOUDCARE	
<b>Serial Number:</b>	77834028	TWEETMYCITY	
<b>Registration Number:</b>	2796120	BSECURE	
<b>Registration Number:</b>	3122712	AVG	
<b>Registration Number:</b>	3930048	POWERED BY BSECURE TECHNOLOGIES	
<b>Registration Number:</b>	3930049	BSECURE TECHNOLOGIES	
<b>Registration Number:</b>	4518000	PHYSICAL CLICK-THROUGH	
<b>Registration Number:</b>	4244218	TUNEUP PROGRAM DEACTIVATOR	
<b>TRADEMARK</b>			

CH \$890.00 2816272

Property Type	Number	Word Mark
Registration Number:	4051730	TUNEUP PROGRAMS-ON-DEMAND TECHNOLOGY
Registration Number:	4069781	AVG PC TUNEUP
Registration Number:	4071906	SAFELY
Registration Number:	4071924	SAFELY
Registration Number:	4094684	AVG LIVEKIVE
Registration Number:	4710208	AVG MOBILATION
Registration Number:	4056489	AVG FAMILY SAFETY
Registration Number:	4087652	SPARKLE
Registration Number:	4396756	AVG TECHBUDDY
Registration Number:	4784043	AVG CLOUDCARE
Registration Number:	4209994	FROM THE SAFELY FAMILY
Registration Number:	4368259	SAFELY
Registration Number:	4629260	AVG SAFEGUARD TOOLBAR
Registration Number:	4380354	FAMILY ESSENTIALS
Registration Number:	4514499	BE YOURSELF
Serial Number:	86369762	MYROLL

**CORRESPONDENCE DATA**

Fax Number: 2028357586

*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: 202 835 7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, N.W., 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/
DATE SIGNED:	01/27/2017

**Total Attachments: 6**

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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 January 27, 2017, 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 subsidiary of Avast Software B.V. 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.

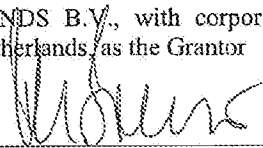
SECTION 8. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

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

AVG NETHERLANDS B.V., with corporate seat in Amsterdam, the Netherlands, as the Grantor

By: \_\_\_\_\_

  
Name: René Bienz  
Title: Managing Director

[Signature Page to Trademark Security Agreement (Avast/AVG)]

**TRADEMARK**  
**REEL: 005975 FRAME: 0919**

CREDIT SUISSE INTERNATIONAL, as the Collateral Agent and the Grantee

San Croft

Assistant Vice President  
Operations

By:

Name:

Title:

By:

Name:

Title:

Steve Martin  
Vice President

[Signature Page to Trademark Security Agreement (Avast/AVG)]

SCHEDULE A

<b>No.</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Title</b>	<b>Owner</b>
1.	2816272	2/24/2004	76443218	8/20/2002	TUNEUP UTILITIES	AVG NETHERLANDS B.V.
2.	2786062	11/25/2003	76477005	12/17/2002	MANAGED WORKPLACE	AVG NETHERLANDS B.V.
3.	3295838	9/18/2007	77010467	9/29/2006	LINKSCANNER	AVG NETHERLANDS B.V.
4.	3629247	6/2/2009	77066331	12/18/2006	(design)	AVG NETHERLANDS B.V.
5.	3857243	10/5/2010	77328533	11/13/2007	CROSSLOOP	AVG NETHERLANDS B.V.
6.	4029058	9/20/2011	77330383	11/15/2007	CROSSLOOP	AVG NETHERLANDS B.V.
7.	3720934	12/8/2009	77607060	11/4/2008	MANAGED WORKPLACE	AVG NETHERLANDS B.V.
8.	3962243	5/17/2011	77632865	12/15/2008	AVG IDENTITY PROTECTION	AVG NETHERLANDS B.V.
9.	3765619	3/23/2010	77726282	4/30/2009	ULTIMATE ONLINE FAMILY PROTECTION	AVG NETHERLANDS B.V.
10.	3765620	3/23/2010	77726296	4/30/2009	ULTIMATE ONLINE FAMILY PROTECTION	AVG NETHERLANDS B.V.
11.	4094107	1/31/2012	77804173	8/13/2009	BSECURE CLOUDCARE	AVG NETHERLANDS B.V.
12.	4003000	7/26/2011	77804228	8/13/2009	BSECURE CLOUDCARE	AVG NETHERLANDS B.V.
13.			77834028	9/24/2009	TWEETMYCITY	AVG NETHERLANDS B.V.
14.	2796120	12/16/2003	78121567	4/13/2002	BSECURE	AVG NETHERLANDS B.V.
15.	3122712	8/1/2006	78482970	9/14/2004	AVG	AVG NETHERLANDS B.V.
16.	3930048	3/8/2011	78732314	10/13/2005	POWERED BY BSECURE TECHNOLOGIES	AVG NETHERLANDS B.V.
17.	3930049	3/8/2011	78732318	10/13/2005	BSECURE TECHNOLOGIES	AVG NETHERLANDS B.V.
18.	4518000	4/22/2014	85073003	6/28/2010	PHYSICAL CLICK-THROUGH	AVG NETHERLANDS B.V.
19.	4244218	11/20/2012	85122163	9/2/2010	TUNEUP PROGRAM DEACTIVATOR	AVG NETHERLANDS B.V.
20.	4051730	11/8/2011	85122205	9/2/2010	TUNEUP PROGRAMS-ON-DEMAND TECHNOLOGY	AVG NETHERLANDS B.V.

21.	4069781	12/13/2011	85214012	1/10/2011	AVG PC TUNEUP	AVG NETHERLANDS B.V.
22.	4071906	12/13/2011	85219428	1/17/2011	SAFELY	AVG NETHERLANDS B.V.
23.	4071924	12/13/2011	85223389	1/21/2011	SAFELY	AVG NETHERLANDS B.V.
24.	4094684	1/31/2012	85284878	4/4/2011	AVG LIVEKIVE	AVG NETHERLANDS B.V.
25.	4710208	3/31/2015	85305578	4/27/2011	AVG MOBILATION	AVG NETHERLANDS B.V.
26.	4056489	11/15/2011	85312217	5/4/2011	AVG FAMILY SAFETY	AVG NETHERLANDS B.V.
27.	4087652	1/17/2012	85343580	6/10/2011	SPARKLE	AVG NETHERLANDS B.V.
28.	4396756	9/3/2013	85411664	8/31/2011	AVG TECHBUDDY	AVG NETHERLANDS B.V.
29.	4784043	8/4/2015	85483381	11/30/2011	AVG CLOUDCARE	AVG NETHERLANDS B.V.
30.	4209994	9/18/2012	85552487	2/24/2012	FROM THE SAFELY FAMILY	AVG NETHERLANDS B.V.
31.	4368259	7/16/2013	85789828	11/28/2012	SAFELY	AVG NETHERLANDS B.V.
32.	4629260	10/28/2014	85822669	1/14/2013	AVG SAFEGUARD TOOLBAR	AVG NETHERLANDS B.V.
33.	4380354	8/6/2013	85845142	2/8/2013	FAMILY ESSENTIALS	AVG NETHERLANDS B.V.
34.	4514499	4/15/2014	86060781	9/10/2013	BE YOURSELF	AVG NETHERLANDS B.V.
35.			86369762	8/18/2014	MYROLL	AVG NETHERLANDS B.V.