

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428939

<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>
Open Mesh, Inc.		05/25/2017	Corporation: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	IL1-1145/54/63, P.O. Box 6026		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60680-6026		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5037434	CLOUDTRAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>			
<b>Phone:</b>	3129932647		
<b>Email:</b>	zeynep.gieseke@lw.com		
<b>Correspondent Name:</b>	Zeynep Gieseke		
<b>Address Line 1:</b>	330 N. Wabash Avenue, Suite 2800		
<b>Address Line 2:</b>	Latham & Watkins LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	049067-0184		
<b>NAME OF SUBMITTER:</b>	Zeynep Gieseke		
<b>SIGNATURE:</b>	/zg/		
<b>DATE SIGNED:</b>	05/25/2017		
<b>Total Attachments: 4</b>			
source=Datto_ Confirmatory Grant of Security Interest in US Trademarks(88668318_1_US-DOCS)#page1.tif			
source=Datto_ Confirmatory Grant of Security Interest in US Trademarks(88668318_1_US-DOCS)#page2.tif			
source=Datto_ Confirmatory Grant of Security Interest in US Trademarks(88668318_1_US-DOCS)#page3.tif			
source=Datto_ Confirmatory Grant of Security Interest in US Trademarks(88668318_1_US-DOCS)#page4.tif			

CH \$40.00 5037434

**EXECUTION VERSION**

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of May 25, 2017 by and from DATTO, INC., a Delaware corporation (“Datto”), Open Mesh, Inc., an Oregon corporation and subsidiary of Datto (“Open Mesh”), and Backupify, Inc., a Delaware corporation and subsidiary of Datto (“Backupify” and, together with Datto and Open Mesh, collectively, the “Grantors”), to and in favor of JPMORGAN CHASE BANK, N.A. (the “Grantee”) for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Datto, the Lenders and the Grantee have entered into a Credit Agreement dated May 25, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, Open Mesh and Backupify have guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated May 25, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, the Grantors have entered into a Pledge and Security Agreement dated May 25, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Grantee a security interest in the Trademarks listed on Exhibit A attached hereto, which Trademarks are registered with, or the subject of an application for registration that is pending in, the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.
- 2) The Security Interest.

Each Grantor hereby pledges, assigns and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest in (1) all of such Grantor’s right, title and interest in and to the Trademarks

now owned or from time to time after the date hereof owned or acquired by such Grantor, including the Trademarks listed on Exhibit A attached hereto, together with (2) the goodwill of the business symbolized by such Trademarks, (3) all renewals of the foregoing, (4) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements and dilutions thereof; (5) all rights to sue for past, present, and future infringements and dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (6) all rights corresponding to any of the foregoing throughout the world; excluding 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, solely to the extent, if any, that and solely 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,. For the avoidance of doubt, the grant of a security interest herein shall not be deemed to be an assignment of intellectual property rights owned by the Grantors.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be construed in accordance with and governed by the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantors have executed this Confirmatory Grant effective as of the date first written above.

DATTO, INC.

By: 

Name: Austin McChord

Title: President and Chief Executive Officer

OPEN MESH, INC.

By: 

Name: Austin McChord

Title: President and Chief Executive Officer

BACKUPIFY, INC.

By: 

Name: Austin McChord

Title: President

Signature Page to  
Confirmatory Grant of Security Interest in United States Trademarks

**TRADEMARK**  
**REEL: 006068 FRAME: 0317**

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Datto, Inc.

Country	Mark	Registration No.	Registration Date
United States	DATTO ACADEMY	4,403,445	September 17, 2013
United States	INTELLIGENT BUSINESS CONTINUITY	4,403,444	September 17, 2013
United States	DATTO	4,403,443	September 17, 2013
United States	DATTO ALTO	4,507,394	April 1, 2014
United States	GENISIS	4,392,364	August 27, 2013
United States	SIRIS and Design	4,679,162	January 27, 2015

Backupify, Inc.

Country	Mark	Registration No.	Registration Date
United States	BACKUPIFY	4,059,292	November 22, 2011
United States	BACKUPIFY	4,059,291	November 22, 2011

Open Mesh, Inc.

Country	Mark	Application No. / Registration No.	Application Date / Registration Date
United States	CLOUDTRAX	5,037,434	September 6, 2016
United States	Open Mesh Logo	87/011,480	April 22, 2016
United States	Open Mesh Logo	87/011,477	April 22, 2016
United States	Open Mesh Logo	87/011,473	April 22, 2016