

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM436748

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acronis International GMBH		07/21/2017	Gesellschaft Mit Beschränkter Haftung (GmbH): SWITZERLAND
GroupLogic, Inc.		07/21/2017	Corporation: DELAWARE
Acronis, Inc.		07/21/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OBSIDIAN AGENCY SERVICES, INC., as collateral agent		
Street Address:	2951 28th Street, Suite 1000		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4691935	ACRONIS	
Serial Number:	87059347	CONTROL YOUR DATA DESTINY	
Serial Number:	87193592	ACRONIS CLOUDRAID	
Serial Number:	87193580	ACRONIS CLOUDRAID	
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:	2028357500		
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:	37773.10200		
NAME OF SUBMITTER:	Javier J. Ramos/		

CH \$115.00 4691935

SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	07/26/2017
Total Attachments: 6 source=Acronis - Supplemental Trademark Security Agreement (Executed)#page1.tif source=Acronis - Supplemental Trademark Security Agreement (Executed)#page2.tif source=Acronis - Supplemental Trademark Security Agreement (Executed)#page3.tif source=Acronis - Supplemental Trademark Security Agreement (Executed)#page4.tif source=Acronis - Supplemental Trademark Security Agreement (Executed)#page5.tif source=Acronis - Supplemental Trademark Security Agreement (Executed)#page6.tif	

Supplemental Trademark Security Agreement

This **Supplemental Trademark Security Agreement** (as amended, restated, modified or supplemented from time to time, this “Agreement”), dated as of July 21, 2017, is made by ACRONIS INTERNATIONAL GMBH, GROUPLOGIC, INC., and ACRONIS, INC. (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of OBSIDIAN AGENCY SERVICES, INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement, dated as of February 21, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “GCA”), in favor of the Collateral Agent pursuant to which the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and agreed as a condition thereof to execute and deliver that certain Trademark Security Agreement, dated February 21, 2014 (the “Trademark Security Agreement”), which was recorded with the U.S. Patent and Trademark Office on February 27, 2014 at reel 5226, frame 0286;

WHEREAS, under the terms of the GCA, the Grantors now hereby supplement the security interest in and to, among other property, certain intellectual property of the Grantors and execute this Supplemental Trademark Security Agreement for submission to and recordation with the U.S. Patent and Trademark Office.

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and mortgage on, and reaffirms existing grants of any lien on and security interest in and mortgage on, all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- A. all Trademarks and Trademark Licenses of such Grantor listed on Schedule I attached hereto;
- B. all goodwill associated with such Trademarks and Trademark Licenses;
- C. all Proceeds of any and all of the foregoing; and
- D. all rights to sue for past, present or future infringements thereof.

Notwithstanding anything to the contrary contained in clauses A, B, C and D above, the security interest created by this Supplemental Trademark Security Agreement shall not extend to any Collateral excluded from the GCA.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted pursuant to the security interest granted to the Collateral Agent pursuant to the GCA and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the GCA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Trademark Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the GCA, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Supplemental Trademark Security Agreement.

SECTION 5. Counterparts. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ACRONIS INTERNATIONAL GmbH

By: _____

Name: Serguei Beloussov

Title: Director

GROUPLOGIC, INC.

By: _____

Name: Serguei Beloussov

Title: Director and President

ACRONIS, INC.

By: _____

Name: Serguei Beloussov

Title: Director and President

Accepted and Agreed:

OBSIDIAN AGENCY SERVICES, INC.,
as Collateral Agent

By: _____

Name: _____

Title: _____

Accepted and Agreed:

OBSIDIAN AGENCY SERVICES, INC.,
as Collateral Agent

By: _____

Name: Rajneesh Vig

Title: Vice President

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 006115 FRAME: 0568

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES

Trademark Registrations:

<u>Territory</u>	<u>Mark</u>	<u>(Filing Date) or Reg. Date</u>	<u>(App. No.) or Reg No</u>	<u>Registered Owner</u>
United States	ACRONIS & DESIGN Acronis	02/24/2014	4,691,935	Acronis International GmbH
EU	ACRONIS & DESIGN Acronis	12/10/2014	13128392	Acronis International GmbH
Australia	ACRONIS & DESIGN Acronis	02/12/2015	1,638,304	Acronis International GmbH
Japan	ACRONIS & DESIGN Acronis	12/12/2014	5,725,436	Acronis International GmbH
RU	ACRONIS & DESIGN Acronis	05/12/2016	573978	Acronis International GmbH
Singapore	ACRONIS & DESIGN Acronis	08/14/2014	T14122941	Acronis International GmbH
Japan	ACRONIS BACKUP & RECOVERY	12/12/2014	5725345	Acronis International GmbH
Japan	ACRONIS ACCESS	12/12/2014	5725346	Acronis International GmbH
EU	AACRONIS	10/31/2014	12953576	Acronis International GmbH
Australia	AACRONIS	02/6/2015	1628658	Acronis International GmbH
Federation of Russia	AACRONIS	12/10/2015	559424	Acronis International GmbH
Turkey	AACRONIS	08/28/2015	2014/87820	Acronis International GmbH
Japan	AACRONIS	11/21/2014	5720262	Acronis International GmbH
EU	AACRONIS & DESIGN AAcronis	10/15/2015	14200935	Acronis International GmbH
Korea	AACRONIS	2/12/2016	40-1160072	Acronis International GmbH
China	AACRONIS & Design AAcronis	04/21/2016	1587928	Acronis International GmbH
Korea	ACRONIS & Design	2/29/2016	40-1163180	Acronis International GmbH

<u>Territory</u>	<u>Mark</u>	<u>(Filing Date) or Reg. Date</u>	<u>(App. No.) or Reg No</u>	<u>Registered Owner</u>
TR	ACRONIS & DESIGN Acronis	05/12/2016	2014/87827	Acronis International GmbH
Canada	activEcho	11/24/14	890,609	GroupLogic, Inc.

Trademark Applications:

<u>Country</u>	<u>Mark</u>	<u>Filing Date) or Reg. Date</u>	<u>(App. No.) or Reg No</u>	<u>Registered Owner</u>
US	CONTROL YOUR DATA DESTINY	To Abandon	87/059347	Acronis International GmbH
US	ACRONIS CLOUDRAID	Pending	87/193592	Acronis International GmbH
US	ACRONIS CLOUDRAID	Pending	87/193580	Acronis International GmbH
CN	AACRONIS	Published	15856049	Acronis International GmbH
CN	ACRONIS BACKUP & RECOVERY	Pending	15867851	Acronis International GmbH
CN	ACRONIS & DESIGN Acronis	Published	15856048	Acronis International GmbH
CN	ACRONIS	Published	15867850	Acronis International GmbH

Trademark Licenses: