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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM450849

SUBMISSION TYPE:	VEW ASSIGNMENT
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NATURE OF CONVEYANCE: TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JAMF SOFTWARE, LLC		11/13/2017	Limited Liability Company: MINNESOTA

RECEIVING PARTY DATA

Name:	GOLUB CAPITAL MARKETS LLC, AS COLLATERAL AGENT
Street Address:	150 SOUTH WACKER DRIVE, 5TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4838197	BUSHEL
Registration Number:	3629393	COMPOSER
Registration Number:	3629382	COMPOSER
Registration Number:	5231812	JAMF
Registration Number:	3629375	JAMF
Registration Number:	3530000	JAMF
Registration Number:	3530064	JAMF
Registration Number:	5222617	JAMF
Registration Number:	3621465	JAMF
Registration Number:	4974359	RELO
Serial Number:	87222880	JAMF
Serial Number:	87222884	JAMF
Serial Number:	87226536	JAMF
Serial Number:	87226540	JAMF

CORRESPONDENCE DATA

Fax Number: 7147558290

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.

TRADEMARK REEL: 006204 FRAME: 0680

900428558

Phone: 7145401235

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 053644-0135

NAME OF SUBMITTER: KRISTIN J AZCONA

SIGNATURE: /KJA/

DATE SIGNED: 11/14/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of November 13, 2017 (this "Trademark Security Agreement"), is made by the signatory hereto listed under "Pledgor" (the "Pledgor"), in favor of Golub Capital Markets LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of November 13, 2017 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, JAMF Holdings, Inc., a Minnesota corporation (the "Borrower"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.
- SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all of the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a first priority Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of the Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):
- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on <u>Schedule 1</u> attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
 - (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the USPTO.

- SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.
- SECTION 4. <u>Recordation</u>. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.
- SECTION 5. <u>Counterparts</u>. This 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 Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
- SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

[Remainder of this page intentionally left blank]

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

PLEDGOR:

JAME SOFTWARE, LLC, as Pledgor

By:

Name: Dean J. Hager

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC,

as Collateral Agent By:

Name: Robert G. Tuchscherer

Title: Manazing Director

$\begin{array}{c} \text{SCHEDULE 1} \\ \text{to} \\ \\ \text{TRADEMARK SECURITY AGREEMENT} \end{array}$

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION
		NUMBER
JAMF Software, LLC	BUSHEL	4,838,197
JAMF Software, LLC	COMPOSER	3,629,393
JAMF Software, LLC	COMPOSER & Design	3,629,382
	(Color)	
JAMF Software, LLC	JAMF	5,231,812
JAMF Software, LLC	JAMF	3,629,375
JAMF Software, LLC	JAMF	3,530,000
JAMF Software, LLC	JAMF	3,530,064
JAMF Software, LLC	JAMF & Design	5,222,617
JAMF Software, LLC	JAMF	3,621,465
JAMF Software, LLC	RELO	4,974,359

United States Trademark Applications:

OWNER	MARK	APPLICATION
		NUMBER
JAMF Software, LLC	JAMF	87/222,880
JAMF Software, LLC	JAMF	87/222,884
JAMF Software, LLC	JAMF & Design	87/226,536
JAMF Software, LLC	JAMF & Design	87/226,540

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RECORDED: 11/14/2017