

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM451857

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BEYONDTRUST SOFTWARE, INC.		11/21/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES CAPITAL CORPORATION		
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2139979	POWERBROKER	
Registration Number:	3261023	BEYONDTRUST	
Registration Number:	3264859	BEYONDTRUST	
Registration Number:	3622642	APPGRC	
Registration Number:	3956135	DIRECTORY INTEGRATOR	
Registration Number:	3960866	BEYONDTRUST PRIVILEGE. MADE SIMPLE	
Registration Number:	3994815	POWERBROKER	
Registration Number:	4013359	Q POWERBROKER	
Registration Number:	4016739	PASSWORD SAFE	
Registration Number:	4016740	Q POWERBROKER PASSWORD SAFE	
Registration Number:	4016741	POWERBROKER MANAGEMENT CONSOLE	
Registration Number:	4016742	Q POWERBROKER MANAGEMENT CONSOLE	
Registration Number:	4016744	POWERBROKER DIRECTORY INTEGRATOR Q	
Registration Number:	4180743	POWERBROKER	
Registration Number:	4184332	BEYONDTRUST	
Registration Number:	4275212	SECURING THE PERIMETER WITHIN	
Registration Number:	4526379	SECURITY IN CONTEXT	
Registration Number:	4581636	BEYONDSAAS	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	4581799	BEYONDINSIGHT
Registration Number:	2050675	POWERPASSWORD
Registration Number:	2589660	LOG EXPLORER
Registration Number:	2450244	LUMIGENT
Registration Number:	4757425	VBAM
Registration Number:	4805637	VULNERABILITY-BASED APPLICATION MANAGEME
Registration Number:	4831521	CLARITY
Registration Number:	5055909	BT BEYONDTRUST
Registration Number:	5055910	VISIBILITY. KNOWLEDGE. ACTION.
Registration Number:	5175343	BT BEYONDTRUST
Registration Number:	5175344	VISIBILITY. KNOWLEDGE. ACTION.
Serial Number:	87189483	GO BEYOND THE PASSWORD
Serial Number:	87189493	GO BEYOND THE *****

#### CORRESPONDENCE DATA

**Fax Number:** 2129692900

*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:** 2129693000

**Email:** ypan@proskauer.com

**Correspondent Name:** Daniel c. pollick

**Address Line 1:** Proskauer Rose LLP

**Address Line 2:** Eleven Times Square

**Address Line 4:** New York, NEW YORK 10036-8299

<b>ATTORNEY DOCKET NUMBER:</b>	11668-279
<b>NAME OF SUBMITTER:</b>	Daniel C. Pollick
<b>SIGNATURE:</b>	/Daniel C. Pollick/
<b>DATE SIGNED:</b>	11/21/2017

#### Total Attachments: 7

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**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of November 21, 2017, by BEYONDTRUST SOFTWARE, INC. (the “Pledgor”), in favor of ARES CAPITAL CORPORATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity and together with any successors in such capacities, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented 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 foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, “Trademark Collateral”):

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URL’s), domain names, corporate names, brand names, and trade names, whether registered or unregistered, owned by or assigned to the Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof) along with all the goodwill associated therewith, including those listed on Schedule I hereto, together with any and all (i) rights and privileges arising under applicable law with respect to the Pledgor’s use of any of the foregoing, (ii) extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilutions or violations thereof; and

(b) all Proceeds of any and all of the foregoing; in each case of the foregoing clauses (a) and (b), other than Excluded Property.

For the avoidance of doubt, “Excluded Property”, as defined in the Security Agreement and used herein, includes any Trademark application filed in the United States Patent and Trademark Office on the basis of the applicant’s intent-to-use such Trademark, unless and until documentation evidencing use in commerce of the Trademark has been filed with, and accepted by, the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. Section 1051, et seq.).

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

SECTION 5.     Recordation. The Pledgor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Collateral Agent.

SECTION 6.     Counterparts. 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.

SECTION 7.     Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each 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.

Very truly yours,

BEYONDTRUST SOFTWARE, INC.,  
as Pledgor

By:   
Name: Bryce Hancock  
Title: Chief Financial Officer

Accepted and Agreed:

ARES CAPITAL CORPORATION,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006211 FRAME: 0787**

IN WITNESS WHEREOF, each 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.

Very truly yours,

BEYONDTRUST SOFTWARE, INC.,  
as Pledgor

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

Name: Bryce Hancock  
Title: Chief Financial Officer

Accepted and Agreed:

ARES CAPITAL CORPORATION,  
as Collateral Agent

By: Michael L. Smith

Name: MICHAEL L. SMITH  
Title: AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006211 FRAME: 0788**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**


**Trademark Registrations:**

<u>Name of Owner</u>	<u>Mark</u>	<u>Reg. #/App.#</u>	<u>Reg.Date/App. Date</u>	<u>Status</u>
Beyondtrust Software, Inc.	PowerBroker	Reg. No. 2,139,979	Reg. Date 03/03/98	Registered
Beyondtrust Software, Inc.	BEYONDTRUST	Reg. No. 3,261,023	Reg. Date 07/10/07	Registered
Beyondtrust Software, Inc.	BEYONDTRUST	Reg. No. 3,264,859	Reg. Date 07/17/07	Registered
Beyondtrust Software, Inc.	APPGRC	Reg. No. 3,622,642	Reg. Date 05/19/09	Registered  (Acquired from Lumigent)
Beyondtrust Software, Inc.	DIRECTORY INTEGRATOR	Reg. No. 3,956,135	Reg. Date 05/03/11	Registered
Beyondtrust Software, Inc.		Reg. No. 3,960,866	Reg. Date 05/17/11	Registered
Beyondtrust Software, Inc.	PowerBroker	Reg. No. 3,994,815	Reg. Date 07/12/11	Registered
Beyondtrust Software, Inc.		Reg. No. 4,013,359	Reg. Date 08/16/11	Registered
Beyondtrust Software, Inc.	PASSWORD SAFE	Reg. No. 4,016,739	Reg. Date 08/23/11	Registered
Beyondtrust Software, Inc.		Reg. No. 4,016,740	Reg. Date 08/23/11	Registered
Beyondtrust Software, Inc.	POWERBROKER MANAGEMENT CONSOLE	Reg. No. 4,016,741	Reg. Date 08/23/11	Registered
Beyondtrust Software, Inc.		Reg. No. 4,016,742	Reg. Date 08/23/11	Registered
Beyondtrust Software, Inc.		Reg. No. 4,016,744	Reg. Date 08/23/11	Registered
Beyondtrust Software, Inc.	POWERBROKER	Reg. No. 4,180,743	Reg. Date 07/24/12	Registered

Beyondtrust Software, Inc.	BEYONDTRUST	Reg. No. 4,184,332	Reg. Date 07/31/12	Registered
Beyondtrust Software, Inc.	SECURING THE PERIMETER WITHIN	Reg. No. 4,275,212	Reg. Date 01/15/13	Registered
Beyondtrust Software, Inc.	SECURITY IN CONTEXT	Reg. No. 4,526,379	Reg. Date 05/06/14	Registered
Beyondtrust Software, Inc.	BEYONDSAAS	Reg. No. 4,581,636	Reg. Date 08/05/2014	Registered
Beyondtrust Software, Inc.	BEYONDINSIGHT	Reg. No. 4,581,799	Reg. Date 08/05/2014	Registered
Beyondtrust Software, Inc.	POWERPASSWORD	Reg. No. 2,050,675	Reg. Date 04/08/97	Registered
Beyondtrust Software, Inc.	LOG EXPLORER	Reg. No. 2,589,660	Reg. Date 07/02/02	Registered
Beyondtrust Software, Inc.	LUMIGENT	Reg. No. 2,450,244	Reg. Date 05/08/01	Registered
Beyondtrust Software, Inc.	VBAM	Reg. No. 4,757,425	Reg. Date 06/16/2015	Registered
Beyondtrust Software, Inc.	VULNERABILITY-BASED APPLICATION MANAGEMENT	Reg. No. 4,805,637	09/01/15	Registered
Beyondtrust Software, Inc.	CLARITY	Reg. No. 4,831,521	Reg. Date 10/13/15	Registered
Beyondtrust Software, Inc.	 BeyondTrust	Reg. No. 5,055,909	Reg. Date 10/04/16	Registered
Beyondtrust Software, Inc.	VISIBILITY. KNOWLEDGE. ACTION.	Reg. No. 5,055,910	Reg. Date 10/04/16	Registered
Beyondtrust Software, Inc.	 BeyondTrust	Reg. No. 5,175,343	Reg. Date 04/04/17	Registered
Beyondtrust Software, Inc.	VISIBILITY. KNOWLEDGE. ACTION.	Reg. No. 5,175,344	Reg. Date 04/04/17	Registered



**Trademark Applications:****UNITED STATES TRADEMARKS:**

Record Owner	Mark	App/Reg Number	App/Reg Date	Status
Beyondtrust Software, Inc.	Go Beyond the Password	App. No. 87/189,483	App. Date 09/30/16	Application Pending
Beyondtrust Software, Inc.		App. No. 87/189,493	App. Date 09/30/16	Application Pending