

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457909

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MCAFEE, LLC		09/29/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC.
Street Address:	1300 Thames Street, 4th Floor
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	1548110	VIREX
Registration Number:	1818780	MCAFEE
Registration Number:	2105436	SECURESUPPORT
Registration Number:	2350448	WEBSHIELD
Registration Number:	2158485	SMARTFILTER
Registration Number:	2208185	SECURE COMPUTING
Registration Number:	2387394	WEBWASHER
Registration Number:	2975077	VIRUSSCAN
Registration Number:	2769110	EPOLICY ORCHESTRATOR
Registration Number:	2885736	MCAFEE SECURITY
Registration Number:	3960405	M MCAFEE
Registration Number:	3960406	M
Registration Number:	3369223	SITEADVISOR
Registration Number:	3232954	MCAFEE PROVEN SECURITY
Registration Number:	4040679	MCAFEE SECURE
Registration Number:	4040682	M MCAFEE SECURE
Registration Number:	4708515	SAFE NEVER SLEEPS
Registration Number:	4348804	TECHMASTER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4271010	PASSWORDBOX
Registration Number:	5041433	LIVESAFE
Registration Number:	5041435	MCAFFEE LIVESAFE
Registration Number:	5055183	TRUE KEY
Registration Number:	5023167	
Registration Number:	5031585	STINGER
Registration Number:	5031998	FOUNDSTONE

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F174848 TM1
NAME OF SUBMITTER:	Alan Delaney
SIGNATURE:	/Alan Delaney/
DATE SIGNED:	01/12/2018

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of September 29, 2017, by and among MCAFEE, LLC, a Delaware limited liability company ("Grantor") and MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor is party to a First Lien Pledge and Security Agreement, dated as of September 29, 2017 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor 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. Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) the Trademarks of Grantor listed on Schedule I attached hereto (excluding any "intent-to-use" trademark application filed with the USPTO prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Trademark Collateral").

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 should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor 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 (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) 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 GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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

MCAFEE, LLC

By: _____

Name: Michael Berry

Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006248 FRAME: 0835

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: _____

Name: Andrew W. Earls

Title: Authorized Signatory

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006248 FRAME: 0836

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
VIREX	73/766,519	1,548,110	McAfee, LLC
MCAFEE	74/341,750	1,818,780	McAfee, LLC
SECURESUPPORT	75/186,162	2,105,436	McAfee, LLC
WEBSHIELD	75/212,517	2,350,448	McAfee, LLC
SMARTFILTER	75/232,733	2,158,485	McAfee, LLC
SECURE COMPUTING	75/274,639	2,208,185	McAfee, LLC
WEBWASHER	75/695,965	2,387,394	McAfee, LLC
VIRUSSCAN	76/426,050	2,975,077	McAfee, LLC
VIRUSSCAN	76/42,6050	2,975,077	McAfee, LLC
EPOLICY ORCHESTRATOR	76/471,478	2,769,110	McAfee, LLC
MCAFEE SECURITY	76/491,976	2,885,736	McAfee, LLC
M MCAFEE AND DESIGN (SHIELD DESIGN) 	77/843,666	3,960,405	McAfee, LLC
M AND SHIELD DESIGN 	77/843,670	3,960,406	McAfee, LLC
SITEADVISOR	78/707,943	3,369,223	McAfee, LLC
MCAFEE PROVEN SECURITY	78/866,151	3,232,954	McAfee, LLC
MCAFEE SECURE	85/120,653	4,040,679	McAfee, LLC
M MCAFEE SECURE AND DESIGN (WITH COLOR) 	85/121,102	4,040,682	McAfee, LLC
SAFE NEVER SLEEPS	85/316,938	4,708,515	McAfee, LLC
TECHMASTER	85/515,349	4,348,804	McAfee, LLC
PASSWORDBOX	85/554,146	4,271,010	McAfee, LLC
LIVESAFE	85/952,610	5,041,433	McAfee, LLC
MCAFEE LIVESAFE	85/953,784	5,041,435	McAfee, LLC
TRUE KEY	86/420,717	5,055,183	McAfee, LLC

TRUE KEY LOGO	86/420,730	5,023,167	McAfee, LLC
STINGER	86/884,016	5,031,585	McAfee, LLC
FOUNDSTONE	86/923,593	5,031,998	McAfee, LLC