

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM460697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lightspeed Systems, Inc.		02/02/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Administrative Agent		
Street Address:	30 S. Wacker Drive		
Internal Address:	Suite 3920		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85206803	CAMPUS MAIL	
Registration Number:	4058980	LIGHTSPEED SYSTEMS	
Serial Number:	85900000	MOBILE LEARNING ESSENTIALS	
Registration Number:	4053959	MY BIG CAMPUS	
Registration Number:	4052047	MY BIG CAMPUS	
Serial Number:	87442806	RELAY	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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:	(312) 558-6352		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle Foy, Winston & Strawn LLP		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	014044.113		
NAME OF SUBMITTER:	Michelle Foy		
SIGNATURE:	/Michelle Foy/		

CH \$165.00 85206803

DATE SIGNED:	02/02/2018
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of February 2, 2018, is made by Lightspeed Systems, Inc., a California corporation (“Grantor”), in favor of Barings Finance LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

Grantor has executed and delivered a Guaranty and Security Agreement, dated as of February 2, 2018, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”). Grantor has pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Administrative Agent a continuing security interest in, all of the Grantor’s right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto but excluding any intent-to-use United States trademark applications or servicemark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office; all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Excluded Property. Notwithstanding anything contrary in this Agreement, the Trademark Collateral shall not include any Excluded Property.

5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

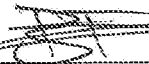
6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

7. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LIGHTSPEED SYSTEMS, INC., as Grantor

By: 
Name: BRIAN THOMAS
Title: CEO

BARINGS FINANCE LLC,
as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LIGHTSPEED SYSTEMS, INC., as Grantor

By: _____

Name: _____

Title: _____

BARINGS FINANCE LLC,
as Administrative Agent

By: Brian Baldwin

Name: Brian Baldwin

Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006264 FRAME: 0903

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TM Record	Mark/Name	Status/Status Date	Owner	Brief Goods/Services	App. No./Reg. No.
US Federal Q2 uf 1	<u>CAMPUS MAIL</u>	Abandoned - Failure to Respond October 24, 2011	Lightspeed Systems Corporation, Dba Lightspeed Systems (CALIFORNIA CORP.)	(Int'l Class: 09) computer software for a secure, monitored electronic mail system and electronic mail archiving and storage	SN: 85206803
US Federal Q2 uf 2	<u>LIGHTSPEED SYSTEMS</u>	Registered 8 & 15 July 10, 2017	Lightspeed Systems, Inc. (CALIFORNIA CORP.)	(Int'l Class: 09) computer hardware; computer software for network content filtering and screening, regulating and monitoring network and mobile web browsing, namely, web... (Int'l Class: 41) providing on-line training seminars in the field of network security and management (Int'l Class: 42) computer software development in the field of network security and management; technical support services, namely, troubleshooting of computer software and...	RN: 4058980 SN: 85224718

US Federal Q2 uf 3	<u>MOBILE LEARNING ESSENTIALS</u>	Abandoned - Failure to Respond September 18, 2014	Lightspeed Systems, Inc. (CALIFORNIA CORP.)	(Int'l Class: 42) providing software configuration services for wireless mobile telephones and devices, namely installation of remote mobile device management software, web filtering software and a software platform for collaborative learning, and device configuration for use in a school setting	SN: 85900000
US Federal Q2 uf 4	<u>MY BIG CAMPUS</u>	Registered November 8, 2011	Lightspeed Systems, Inc. (CALIFORNIA CORP.)	(Int'l Class: 42) computer services, namely, creating an on-line community for registered users to participate in discussions, get feedback from their peers, form... (Int'l Class: 45) providing a social networking website for registered users in the field of education	RN: 4053959 SN: 85132867

US Federal Q2 uf 5	<u>MY BIG CAMPUS</u>	Registered November 8, 2011	Lightspeed Systems, Inc. (CALIFORNIA CORP.)	(Int'l Class: 09) computer software for creating a secure on-line community for users to participate in discussions, get feedback from peers and educators, form virtual communities, share resources, collaborate and engage in on-line networking	RN: 4052047 SN: 85206790
US Federal Q2 uf 6	<u>RELAY</u>	Published December 5, 2017	Lightspeed Systems, Inc. (CALIFORNIA CORP.)	(Int'l Class: 09) computer software for use in on- and off-network web filtering, controlling access to videos and social media, reporting on users and their online activities, analyzing real-time threats and alerting on threats, and providing geolocation of lost or stolen devices	SN: 87442806

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.