

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM468240

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WatchGuard, Inc.		03/30/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Texas Capital Bank		
<b>Street Address:</b>	2000 McKinney Avenue, Suite 700		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5342553	REDACTIVE	
<b>Serial Number:</b>	87313635	EVIDENCELIBRARY.COM	
<b>Serial Number:</b>	87313659	VISTA XLT	
<b>Serial Number:</b>	87313652	DV-1	
<b>Serial Number:</b>	87725185	QUICKCONNECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Melony Sot		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F176332 Watchguard TM		
<b>NAME OF SUBMITTER:</b>	Deedra Vines		
<b>SIGNATURE:</b>	/Deedra Vines/		
<b>DATE SIGNED:</b>	04/03/2018		

OP \$140.00 5342553

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "*IP Security Agreement Supplement*") dated as of March 30, 2018, is made by WatchGuard, Inc., a Delaware corporation ("*Debtor*") and successor in interest to Enforcement Video, LLC, a Texas limited liability company, in favor of Texas Capital Bank, National Association, as Administrative Agent ("*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Debtor, Administrative Agent and certain lenders party thereto (each a "*Lender*" and collectively "*Lenders*") are entering into a Third Amended and Restated Credit Agreement dated as of the date hereof (as it has been and may further be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"); and

WHEREAS, Debtor has executed and delivered in favor of Administrative Agent, for the benefit of the Secured Parties, that certain Amended and Restated Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Restated Intellectual Property Security Agreement dated as of December 29, 2016; and

WHEREAS, under the terms of the Credit Agreement and the Security Agreement, Debtor has granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, all after-acquired Intellectual Property of Debtor; and

WHEREAS, Debtor has agreed to execute this IP Security Agreement Supplement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities;

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

1. Definitions. Terms defined in the Credit Agreement have the same meanings when used herein unless otherwise defined herein or the context hereof otherwise requires.

2. Grant of Security. Debtor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Debtor's right, title and interest in and to the following (the "*Additional Collateral*");

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "*Trademarks*");
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Debtor, including, without limitation, the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "*Copyrights*");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Additional Collateral of or arising from any of the foregoing.

3. Security for Liabilities. The grant of a security interest in the Additional Collateral by Debtor under this IP Security Agreement Supplement secures the prompt and complete payment and performance when due of all Obligations.

4. Recordation. Debtor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental authority record this IP Security Agreement Supplement.

5. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement Supplement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement Supplement.

6. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Credit Agreement and the Security Agreement. Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Administrative Agent with respect to the Additional Collateral are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of Texas.


*[Remainder of Page Intentionally Left Blank]*

EXECUTED as of the day, month and year first above written.

WATCHGUARD, INC.

Address for Notices:  
415 Century Parkway  
Allen, TX 75013

By:



David Walker  
Chief Financial Officer

STATE OF TEXAS

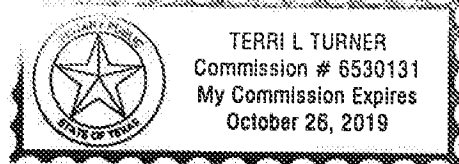
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COUNTY OF COLLIN


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This instrument was acknowledged before me on March 30, 2018, by David Walker, Chief Financial Officer of WatchGuard, Inc., a Delaware corporation, on behalf of said corporation.



[Seal]

  
Notary Public, State of Texas

**SCHEDULE A****PATENTS****Patents:**

<b>TITLE</b>	<b>LISTED OWNER</b>	<b>APP. DATE</b>	<b>APP. NO.</b>	<b>ISSUE DATE</b>	<b>PATENT NO.</b>
METHOD OF AND SYSTEM FOR MOBILE SURVEILLANCE AND EVENT RECORDING	WatchGuard, Inc.	06/10/2013	13/913927	1/31/2017	9,560,309
SYSTEMS AND METHODS FOR INTELLIGENTLY RECORDING A LIVE MEDIA STREAM	WatchGuard, Inc.	01-22-2015	14/602855	3/21/2017	9,602,761
SYSTEMS AND METHODS FOR ADAPTIVE FREQUENCY SYNCHRONIZATION	WatchGuard, Inc.	01-13-2015	14/595978	5/23/2017	9,660,744
METHOD OF AND SYSTEM FOR MOBILE SURVEILLANCE AND EVENT RECORDING	WatchGuard, Inc.	05-14-2010	12/780092	9/5/2017	9,756,279
SYSTEM AND METHOD FOR HIGH-RESOLUTION STORAGE OF IMAGES	WatchGuard, Inc.	02-13-2009	12/371189	1/2/2018	9,860,536
METHOD AND SYSTEM OF SECURING WEARABLE EQUIPMENT	WatchGuard, Inc.	08-07-2015	14/821148	1/9/2018	9,861,178
METHOD OF AND SYSTEM FOR MOBILE SURVEILLANCE AND EVENT RECORDING	WatchGuard, Inc.	05-27-2016	15/166701	1/16/2018	9,871,993
SYSTEMS AND METHODS FOR INTELLIGENTLY RECORDING A LIVE MEDIA STREAM	WatchGuard, Inc.	02-06-2017	15/425396	2/6/2018	9,888,205
SYSTEMS AND METHODS FOR ADAPTIVE FREQUENCY SYNCHRONIZATION	WatchGuard, Inc.	01-23-2017	15/412589	3/20/2018	9,923,651
METHOD AND SYSTEM OF EXTENDING BATTERY LIFE OF A WIRELESS MICROPHONE UNIT	WatchGuard, Inc.	11-01-2016	15340146	--	--
METHOD AND SYSTEM FOR MOBILE SURVEILLANCE AND EVENT RECORDING	WatchGuard, Inc.	08-23-2017	15684597	--	--
METHOD AND SYSTEM OF SECURING WEARABLE EQUIPMENT	WatchGuard, Inc.	10-26-2017	15794330	--	--

**SCHEDULE B**  
**TRADEMARKS**

**Trademarks:**

MARK	LISTED OWNER	FILING DATE	SERIAL NO.	REG. DATE	REG. NO.
EVIDENCELIBRARY.COM	WatchGuard, Inc.	1/25/17	87313635	--	--
VISTA XLT	WatchGuard, Inc.	1/25/17	87313659	--	--
DV-1	WatchGuard, Inc.	1/25/17	87313652	--	--
REDACTIVE	WatchGuard, Inc.	1/25/17	87313622	11/21/17	5342553
QUICKCONNECT	WatchGuard, Inc.	12/18/17	87725185	--	--

**SCHEDULE C**

**COPYRIGHTS**

**NONE.**

**SCHEDULE C**

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**RECORDED: 04/03/2018**

**TRADEMARK**  
**REEL: 006306 FRAME: 0128**