

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475912

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SonicWall US Holdings Inc.		05/18/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	600 Washington Blvd.		
Internal Address:	9th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4712705	SUPERMASSIVE	
Registration Number:	3219615	SONICWALL	
Registration Number:	2932929	AVENTAIL	
Registration Number:	2773176	SONICWALL GMS	
Registration Number:	2750890	SONICWALL VIEWPOINT	
Registration Number:	2521994	AVENTAIL	
Registration Number:	2362260	SONICWALL	
Registration Number:	2134340	AVENTAIL	
Registration Number:	4035304	REASSEMBLY-FREE DEEP PACKET INSPECTION	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		

CH \$240.00 4712705

ATTORNEY DOCKET NUMBER:	029217-0357
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	05/30/2018
Total Attachments: 5 source=SonicWall - Second Lien Trademark Security Agreement#page1.tif source=SonicWall - Second Lien Trademark Security Agreement#page2.tif source=SonicWall - Second Lien Trademark Security Agreement#page3.tif source=SonicWall - Second Lien Trademark Security Agreement#page4.tif source=SonicWall - Second Lien Trademark Security Agreement#page5.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 18, 2018 (this “**Agreement**”), is made by **SONICWALL US HOLDINGS INC.**, a Delaware corporation (“**Grantor**”), in favor of **UBS AG, STAMFORD BRANCH**, as the Collateral Agent (in such capacity, together with its successors and permitted assigns, herein called the “**Collateral Agent**”) for the Secured Parties.

WHEREAS, the Grantor is party to a Second Lien Security Agreement dated as of May 18, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, Grantor agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them (including by reference) in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, whether registered or unregistered (including, without limitation, those set forth on Schedule A annexed hereto), and all rights corresponding thereto (collectively, the “**Trademarks**”);
- (ii) all goodwill of such Grantor’s business connected with the use of and symbolized by the Trademarks;
- (iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment of any of the foregoing; and
- (iv) all Proceeds of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" trademark or service mark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and solely 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, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and conditions of which are hereby incorporated by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR TRADEMARK COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement.

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

SONICWALL US HOLDINGS INC.,
a Delaware corporation
as Grantor


By: 
Name: Matt Neiderman
Title: Secretary

[Signature Page to Trademark Security Agreement (Second Lien)]

ACCEPTED AND AGREED:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Housseem Daly
Title: Associate Director

By: 
Name: Kenneth Chin
Title: Director

[Signature Page to Trademark Security Agreement (Second Lien)]

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application Number	Registration Number	Registration Date
SUPERMASSIVE	85243745	4712705	03/31/2015
SONICWALL	78730719	3219615	03/20/2007
AVENTAIL	78330922	2932929	03/15/2005
SONICWALL GMS	76407133	2773176	10/14/2003
SONICWALL VIEWPOINT	76172856	2750890	08/12/2003
AVENTAIL	76061504	2521994	12/25/2001
SONICWALL	75784374	2362260	06/27/2000
AVENTAIL	75238685	2134340	02/03/1998
REASSEMBLY-FREE DEEP PACKET INSPECTION	77447654	4035304	10/04/2011