# OP \$140.00 412726

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM476188

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jive Communications, Inc.		05/31/2018	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., Administrative Agent
Street Address:	P.O. Box 6026
Internal Address:	IL1-1145/54/63
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60680
Entity Type:	National Banking Association: UNITED STATES

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4127269	JIVE COMMUNICATIONS
Registration Number:	4127268	JIVE
Registration Number:	4085550	GETJIVE
Registration Number:	4380240	SPEEK
Serial Number:	86204698	JIVE CLOUD

## **CORRESPONDENCE DATA**

**Fax Number:** 6175744112

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:** 6175743518

**Email:** smordas@goulstonstorrs.com

Correspondent Name: Stacey Mordas
Address Line 1: 400 Atlantic Avenue

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Stacey A. Mordas
SIGNATURE:	/s/ Stacey A. Mordas
DATE SIGNED:	05/31/2018

**Total Attachments: 5** 

TRADEMARK
REEL: 006339 FRAME: 0718

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#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of May 31, 2018 is made by JIVE COMMUNICATIONS, INC., a Delaware corporation (the "<u>Grantor</u>"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the "<u>Administrative Agent</u>").

#### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of February 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among LogMeIn, Inc., a Delaware corporation ("LMI"), the additional borrowers from time to time parties thereto (together with LMI, each a "Borrower" and collectively, the "Borrowers"), the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into that certain Security Agreement Supplement dated as of the date hereof, in order to become a party to that certain Amended and Restated Pledge and Security Agreement by and among LMI, the other Loan Parties (as defined in the Credit Agreement) and the Administrative Agent, dated as of February 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. The Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing first priority security interest (subject to Liens permitted under the Credit Agreement) in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Trademark Collateral</u>"):
- 2.1. all of its Trademarks, including those referred to on <u>Schedule I</u> hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
  - 2.2. all extensions and renewals of the foregoing;
  - 2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;
- 2.4. all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

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- 2.5. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- 2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for any infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything to the contrary contained herein, the security interests granted by and under this Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Property; provided, however, that if any Excluded Property would have otherwise constituted Trademark Collateral, when such property ceases to be Excluded Property, such property shall be deemed at all times from and after the date hereof to constitute Trademark Collateral.

- 3. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).
- 4. <u>AMENDMENTS IN WRITING</u>. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and the Grantors.
- 5. <u>GOVERNING LAW</u>. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.
- 6. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

[Remainder of this page intentionally left blank]

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

GRANTOR:

JIVE COMMUNICATIONS, INC.

Name: John J. Markey II

Its: Treasurer

# ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: Name:

Justin Burton

Title:

Vice President

[Signature Page to Trademark Security Agreement]

# SCHEDULE I to TRADEMARK SECURITY AGREEMENT

# TRADEMARK REGISTRATIONS

Mark	Owner	Country	Regis. No.	Regis. Date
JIVE COMMUNICATIONS	Jive Communications, Inc.	United States	4,127,269	May 21, 2009
JIVE	Jive Communications, Inc.	United States	4,127,268	May 21, 2009
GETJIVE	Jive Communications, Inc.	United States	4,085,550	May 21, 2009
SPEEK	Jive Communications, Inc.	United States	4,380,240	Jan. 3, 2013

# TRADEMARK AND SERVICE MARK APPLICATIONS

Mark	Owner	Country	Serial No.	Filing Date
JIVE CLOUD Jive Communications, Inc.		United States	86,204,698	Feb. 26, 2014

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**RECORDED: 05/31/2018**