

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475782

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900445678

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SITELOCK, LLC		04/05/2018	Limited Liability Company: ARIZONA

RECEIVING PARTY DATA

Name:	CARLYLE GLOBAL CREDIT INVESTMENT MANAGEMENT, L.L.C.
Street Address:	520 MADISON AVENUE
Internal Address:	40TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	87558602	PATCHMAN
Registration Number:	5122615	TRUECODE
Registration Number:	5122601	SECURE YOUR WORD
Registration Number:	5147032	DON'T GAMBLE WITH WEBSITE SECURITY
Registration Number:	4981705	FIND FIX PREVENT ACCELERATE PCI COMPLY
Registration Number:	4981681	FIND FIX PREVENT ACCELERATE COMPLY
Registration Number:	4981241	TRUESPEED
Registration Number:	4971954	TRUESHIELD
Registration Number:	4913594	FIND FIX PREVENT
Registration Number:	4786489	SECUREPARTNER
Registration Number:	4680098	SECURESITE
Registration Number:	4447989	FIND FIX PREVENT
Registration Number:	4447988	
Registration Number:	4451543	SITELOCK911
Registration Number:	4447986	SECUREVIP
Registration Number:	4447985	SECURESTORE
Registration Number:	4447984	SECURESPEED

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4202359	SITELOCK
Registration Number:	4602068	SITELOCK SMART
Registration Number:	4570646	SMART
Registration Number:	4447658	SITELOCK
Registration Number:	4402784	SITELOCK

CORRESPONDENCE DATA

Fax Number: 3105572193
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: 310-557-2900
Email: klathrop@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	22335.036
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	05/29/2018

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 5, 2018 (this “Security Agreement”), is made by SiteLock, LLC, an Arizona limited liability company (the “Grantor”), in favor of CARLYLE GLOBAL CREDIT INVESTMENT MANAGEMENT L.L.C., as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, SiteLock Intermediate Holdings, LLC, a Delaware limited liability company (“Intermediate Holdings”), Innovative Business Services, LLC, a Delaware limited liability company (“Borrower”), have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among Intermediate Holdings, the Borrower, the lenders from time to time parties thereto and the Collateral Agent, providing for, among other things, revolving credit and term loan facilities subject to the terms set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, SiteLock Holdings Group, LLC, the Borrower and Intermediate Holdings have entered into that certain Guaranty and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 **Defined Term.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral.** The 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, grants and collaterally assigns to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest in all right, title and interest of such Grantor’s Trademarks (as defined in the Guaranty and Security Agreement) identified in Schedule I.

Section 3 **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Termination.** This Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith.

Upon the termination of this Security Agreement, the Collateral Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.


Section 5 **Counterparts.** This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart to this Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 6 **Governing Law.** THIS SECURITY AGREEMENT IS SUBJECT TO CERTAIN PROVISIONS OF THE GUARANTY AND SECURITY AGREEMENT, INCLUDING SECTIONS 10.11 (GOVERNING LAW; SUBMISSION TO JURISDICTION) AND 10.12 (WAIVER OF JURY TRIAL) THEREOF, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

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IN WITNESS WHEREOF, the 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.

SITELock, LLC


By: 
Name: Neill Feather
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed to as of the date hereof:

COLLATERAL AGENT:

CARLYLE GLOBAL INVESTMENT MANAGEMENT, L.L.C.

A handwritten signature in black ink, appearing to read "S. Taylor Roach", written over a horizontal line.

By: _____

Name: S. Taylor Roach

Title: Principal

US Trademarks

Schedule I

OWNER	COUNTRY	MARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
Stielock, LLC	US	PATCHMAN	87558602	8/7/2017	n/a	n/a	Pending
Stielock, LLC	US	TRUECODE	87039852	5/7/2016	5122615	1/17/2017	Registered
Stielock, LLC	US	SECURE YOUR WORD	87039649	5/17/2016	5122601	1/17/2017	Registered
Stielock, LLC	US	DON'T GAMBLE WITH WEBSITE SECURITY	86310657	6/16/2014	5147032	2/21/2017	Registered
Stielock, LLC	US	FIND FIX PREVENT ACCELERATE PCI COMPLY (and design)	86719863	8/10/2015	4981705	6/21/2016	Registered
Stielock, LLC	US	FIND FIX PREVENT ACCELERATE COMPLY	86716085	8/5/2015	4981681	6/21/2016	Registered
Stielock, LLC	US	TRUESPEED	86658138	6/10/2015	4981241	6/21/2016	Registered
Stielock, LLC	US	TRUESHIELD	86622136	5/7/2015	4971954	6/7/2016	Registered
Stielock, LLC	US	FIND FIX PREVENT (and design)	86715781	8/5/2015	4913594	3/8/2016	Registered
Stielock, LLC	US	SECUREPARTNER	86086364	10/8/2013	4786489	8/4/2015	Registered
Stielock, LLC	US	SECURESITE	86021318	7/26/2013	4680098	1/27/2015	Registered

Sitelock, LLC	US	FIND FIX PREVENT	86021496	7/26/2013	4447989	12/10/2013	Registered
Sitelock, LLC	US	Logo	86021467	7/26/2013	4447988	12/10/2013	Registered
Sitelock, LLC	US	SITELOCK911	86021360	7/26/2013	4451543	12/17/2013	Registered
Sitelock, LLC	US	SECUREVIP	86021247	7/26/2013	4447986	12/10/2013	Registered
Sitelock, LLC	US	SECURESTORE	86021225	7/26/2013	4447985	12/10/2013	Registered
Sitelock, LLC	US	SECURESPEED	86021198	7/26/2013	4447984	12/10/2013	Registered
Sitelock, LLC	US	SITELOCK	85529200	1/31/2012	4202359	9/4/2012	Registered
Sitelock, LLC	US	SITELOCK SMART	85761536	10/23/2012	4602068	9/9/2014	Registered
Sitelock, LLC	US	SMART	85761517	10/23/2012	4570646	7/22/2014	Registered
Sitelock, LLC	US	SITELOCK	85916561	4/26/2013	4447658	12/10/2013	Registered
Sitelock, LLC	US	SITELOCK (and design)	85791473	11/30/2012	4402784	9/17/2013	Registered

Foreign Trademarks

OWNER	COUNTRY	MARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
Sitelock, LLC	Italy	SITELOCK	MI2015C003665	4/28/2015	2015902346924	3/3/2016	Registered
Sitelock, LLC	WIPO	SITELOCK	1162912	5/1/2013	1162912	5/1/2013	Registered
Sitelock, LLC	Bulgaria (WIPO)	SITELOCK	1162912	5/1/2013	1162912	5/1/2013	Registered
Sitelock, LLC	China (WIPO)	SITELOCK	1162912	5/1/2013	1162912	5/1/2013	Registered
Sitelock, LLC	Spain (WIPO)	SITELOCK	1162912	5/1/2013	1162912	5/1/2013	Registered
Sitelock, LLC	France (WIPO)	SITELOCK	1162912	5/1/2013	1162912	5/1/2013	Registered
Sitelock, LLC	United Kingdom (WIPO)	SITELOCK	1162912	5/1/2013	1162912	5/1/2013	Registered
Sitelock, LLC	Japan (WIPO)	SITELOCK	1162912	5/1/2013	1162912	5/1/2013	Registered
Sitelock, LLC	Poland (WIPO)	SITELOCK	1162912	5/1/2013	1162912	5/1/2013	Registered
Sitelock, LLC	Portugal (WIPO)	SITELOCK	1162912	5/1/2013	1162912	5/1/2013	Registered
Sitelock, LLC	Russia (WIPO)	SITELOCK	1162912	5/1/2013	1162912	5/1/2013	Registered
Sitelock, LLC	WIPO	SITELOCK (and design)	1165835	5/15/2013	1165835	5/15/2013	Registered
Sitelock, LLC	Russia (WIPO)	SITELOCK (and design)	1165835	5/15/2013	1165835	5/15/2013	Registered
Sitelock, LLC	Japan (WIPO)	SITELOCK (and design)	1165835	5/15/2013	1165835	5/15/2013	Registered

Sitelock, LLC	European Union (WIPO)	SITELOCK (and design)	1165835	5/15/2013	1165835	5/15/2013	Registered
Sitelock, LLC	China (WIPO)	SITELOCK (and design)	1165835	5/15/2013	1165835	5/15/2013	Registered
Sitelock, LLC	Israel (WIPO)	SITELOCK (and design)	257305	5/5/2013	257305	2/3/2015	Registered
Sitelock, LLC	Australia (WIPO)	SITELOCK (and design)	1567978	5/15/2013	1567978	5/15/2013	Registered

TRADEMARK

REEL: 006339 FRAME: 0850

RECORDED: 04/05/2018