

900453028 06/01/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476409

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Subordinated Second Lien US Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kaseya Canada ULC		05/17/2018	Unlimited Liability Corporation: CANADA
MMSoft Design Limited		05/17/2018	Private Company Limited By Shares: IRELAND
Kaseya Limited		05/17/2018	Private Company Limited By Shares: IRELAND
Spanning Cloud Apps LLC		05/17/2018	Limited Liability Company: Delaware
Unitrends, Inc.		05/17/2018	Corporation: DELAWARE
Rapidfire Tools Inc.		05/17/2018	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Fabstone Investments LLC		
Street Address:	6800 Lyra Drive		
Internal Address:	Attn: William Largent		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43240		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	5288457	AUTHANVIL	
Registration Number:	4391313	K	
Registration Number:	3247466	KASEYA	
Registration Number:	3705059	KASEYA	
Registration Number:	3249463	K	
Registration Number:	3247461	K	
Registration Number:	4701414	PULSEWAY	
Registration Number:	4566418	SPANNING	
Registration Number:	4447592		
Registration Number:	4566419	SPANNING BACKUP	
Registration Number:	4231719	ENTERPRISE BACKUP	

GT 5690 00 5288457

Property Type	Number	Word Mark
Registration Number:	4822773	RTA CALCULATOR
Registration Number:	5074196	UNITRENDS FREE
Registration Number:	4271269	SIMPLY SCALABLE
Registration Number:	4230411	PHD VIRTUAL
Registration Number:	4649815	CLOUDHOOK
Registration Number:	4230412	PHD VIRTUAL
Registration Number:	4305794	RELIABLEDR
Registration Number:	4328782	VIRTUALSHARP
Registration Number:	4201229	UNITRENDS
Registration Number:	4981305	PILIXO
Registration Number:	4477345	RAPIDFIRE TOOLS
Registration Number:	5212096	NETWORK DETECTIVE
Serial Number:	86225634	THE IT MANAGEMENT CLOUD COMPANY
Serial Number:	86396498	KASEYA K
Serial Number:	86259296	BCDR LINK
Serial Number:	86119907	RECOVERY MANAGEMENT SUITE

CORRESPONDENCE DATA

Fax Number: 2127288111

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: 212 728 8000

Email: ipdept@willkie.com

Correspondent Name: Grace Aviles c/o Willkie Farr & Gallaghe

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 121982/10 SS

NAME OF SUBMITTER: Grace Aviles

SIGNATURE: /graceaviles/

DATE SIGNED: 06/01/2018

Total Attachments: 14

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THIS SUBORDINATED SECOND LIEN US TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF JANUARY 19, 2018 AMONG FABSTONE INVESTMENTS, LLC, KASEYA LUXEMBOURG HOLDINGS S.C.A. ("PARENT"), KASEYA GLOBAL IRELAND LIMITED ("BORROWER") AND THE OTHER SUBSIDIARIES OF PARENT FROM TIME TO TIME PARTY THERETO (TOGETHER WITH PARENT AND BORROWER, THE "COMPANIES"), AND WELLS FARGO BANK, NATIONAL ASSOCIATION ("AGENT"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY BORROWER AND/OR THE OTHER COMPANIES PURSUANT TO THAT CERTAIN CREDIT AGREEMENT DATED AS OF MAY 26, 2017 AMONG PARENT, BORROWER, AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO AND THE OTHER SENIOR DEBT DOCUMENTS (AS DEFINED IN THE SUBORDINATION AGREEMENT), AS SUCH CREDIT AGREEMENT AND OTHER SENIOR DEBT DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING OR REPLACING THE INDEBTEDNESS UNDER THOSE AGREEMENTS AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

SUBORDINATED SECOND LIEN US TRADEMARK SECURITY AGREEMENT

This SECOND LIEN US TRADEMARK SECURITY AGREEMENT (this "US Trademark Security Agreement") is made this 17th day of May, 2018 by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and FABSTONE INVESTMENTS, LLC, a Delaware limited liability company, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Subordinated Second Lien Credit Agreement dated as of January 19, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among KASEYA LUXEMBOURG HOLDINGS S.C.A., a Luxembourg *société en commandite par actions*, with registered office at 5 rue Guillaume Kroll, L-1882 Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B178546 ("Parent"), acting by its general partner Kaseya Luxembourg, a Luxembourg *société a responsabilité limitée* with registered office 5 rue Guillaume Kroll, L-1882 Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B178522 (the "Parent GP"), KASEYA GLOBAL IRELAND LIMITED, a private company limited by shares, incorporated under the laws of Ireland with registered number 545037 ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender") and Agent, the Lender Group has

agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Subordinated Second Lien US Guaranty and Security Agreement, dated as of May 17, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "US Guaranty and Security Agreement"); and

WHEREAS, pursuant to the US Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this US Trademark Security 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. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the US Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this US Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the US Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this US Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademark registrations and registrations referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, notwithstanding the foregoing, Trademark Collateral shall not include any 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 the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This US Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this US Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this US Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the US Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the US Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this US Trademark Security Agreement and the US Guaranty and Security Agreement, the US Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this US Trademark Security Agreement shall automatically apply thereto. Grantors shall written notice, on or before the next Quarterly Update Date after Grantor acquires such new trademarks, to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this US Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this US Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This US Trademark Security Agreement is a Loan Document. This US Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same US Trademark Security Agreement. Delivery of an executed counterpart of this US Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this US Trademark Security Agreement. Any party delivering an executed counterpart of this US Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this US Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this US Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS US TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE US GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Subordinated Second Lien US Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

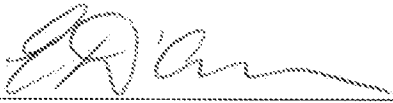
KASEYA CANADA ULC

By: 

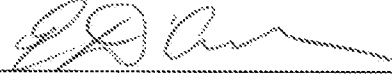
Name: Ernest D' Ambrose

Title: Director

MMSOFT DESIGN LIMITED

By: 
Name: Ernest D'Ambrose
Title: Director

KASEYA LIMITED

By: 

Name: Ernest D'Ambrose

Title: Director

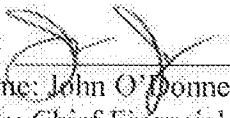
SPANNING CLOUD APPS LLC

By: 

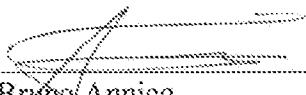
Name: John O'Donnell

Title: Chief Financial Officer

UNITRENDS, INC.

By: 
Name: John O'Donnell
Title: Chief Financial Officer

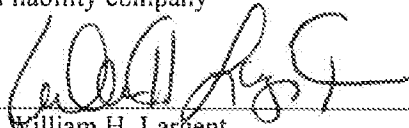
RAPIDFIRE TOOLS INC.

By: 
Name: Bruce Annick
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

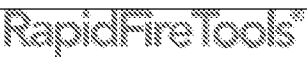

FABSTONE INVESTMENTS LLC, a Delaware
limited liability company

By: 
Name: William H. Largent
Title: Managing Member

SCHEDULE 1
to
US TRADEMARK SECURITY AGREEMENT

US Trademarks:

Loan Party	Trademark	Registration Number	Serial Number	Registration Date
Kaseya Canada ULC	Authanvil	5288457	86273792	September 19, 2017
Kaseya Limited	K	4391313	85805763	August 27, 2013
Kaseya Limited	KASEYA	3247466	78940913*	May 29, 2007
Kaseya Limited	KASEYA	3705059	77713193	November 3, 2009
Kaseya International Limited	K	3249463	78942230*	June 5, 2007
Kaseya International Limited	K	3247461	78940850*	May 29, 2007
MMSoft Design Limited	Pulseway	4701414	86274342	March 10, 2015
Spanning Cloud Apps LLC	SPANNING	4566418	85915346	July 15, 2014
Spanning Cloud Apps LLC	None (Design Only)	4447582	85915351	December 10, 2013
Spanning Cloud Apps LLC	Spanning Backup	4566419	85915349	July 15, 2014
Unitrends, Inc.	Enterprise Backup	4231719	85624944	October 23, 2012
Unitrends, Inc.	RTA CALCULATOR	4822773	86123785	September 29, 2015
Unitrends, Inc.	Unitrends Free	5074196	86614368	November 1, 2016
Unitrends, Inc.	Simply Scalable	4271269	85611604	January 8, 2013
Unitrends, Inc.	PHD Virtual	4230411	85058639	October 23, 2012

Unitrends, Inc.	Cloudhook	4649815	85880001	December 2, 2014
Unitrends, Inc.	PHD Virtual & Design	4230412	85058669	October 23, 2012
Unitrends, Inc.	ReliableDR	4305794	85290340	March 19, 2013
Unitrends, Inc.	VirtualSharp	4328782	85290291	April 30, 2013
Unitrends, Inc.	Unitrends	4201229	4201229	September 4, 2012
Kaseya International Limited	Pilixo	86667541	4981305	June 21, 2016
RapidFire Tools Inc.		4,477,345	85-934,911	February 4, 2014
RapidFire Tools Inc.		5,212,096	87-048,507	May 30, 2017

Trademark Applications:

Loan Party	Trademark	Serial Number	Application Date
Kaseya Limited	THE IT MANAGEMENT CLOUD COMPANY	86225634**	March 19, 2014
Kaseya Jersey	Kaseya K	86396498**	March 1, 2007
Unitrends, Inc.	BCDR LINK	86259296**	April 22, 2014
Unitrends, Inc.	Recovery Management Suite	86119907**	November 15, 2013

* CANCELLED

** ABANDONED

CANADIAN TRADEMARKS:

Registrations:

Loan Party	Trademark	Registration Number	Application Number	Registration Date
Kaseya Canada ULC	Authanvil	TMA954222	1651426	November 3, 2016
Kaseya Limited	Kaseya	TMA748794	1399135	September 28, 2009
Kaseya Limited	Kaseya	TMA783587	1454892	November 29, 2010

Applications:

None.

EUIPO TRADEMARKS:

Registrations:

Loan Party	Trademark	Registration Number	Registration Date
Kaseya Limited	KASEYA	008608887	June 28, 2010
Kaseya Limited	KASEYA	007010457	March 12, 2009
Kaseya Limited	INTELLIPOOL	009745291	July 18, 2011
MMSOFT Design Limited	PULSEWAY	012856464	August 27, 2014
Kaseya Canada ULC (Scorpion Software Corp.)	AUTHANVIL	012854501	February 10, 2014

Applications:

None.