

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bomgar Corporation		04/19/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as the Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	3558116	BOMGAR	
Registration Number:	4321476	BOMGAR	
Registration Number:	3558117	BOMGAR BOX	
Registration Number:	4321475	BOMGAR BOX	
Registration Number:	4136640	BOMGAR BUTTON	
Registration Number:	4321474	BOMGAR BUTTON	
Registration Number:	3800713	B	
Registration Number:	4321473	B	
Registration Number:	4321471	BOMGAR ATLAS CLUSTER	
Registration Number:	4321472	BOMGAR ATLAS TECHNOLOGY	
Registration Number:	4132946	BOMGAR EMBASSY	
Registration Number:	4321506	BOMGAR ANALYTICS	
Registration Number:	4400827	BOMGAR UNIVERSITY	
Registration Number:	4400828	U BOMGAR BOMGAR UNIVERSITY	
Registration Number:	4050969	ENTERPRISE REMOTE SUPPORT	
Registration Number:	4418762	JUMP	
Registration Number:	4498428	JUMP	
Registration Number:	3715782	JUMPOINT	
Registration Number:	4250651	JUMPOINT	

OP \$740.00 3558116

Property Type	Number	Word Mark
Registration Number:	3558122	THE BOX THAT'S REVOLUTIONIZING REMOTE SU
Registration Number:	3697322	REMOTE SUPPORT APPLIANCE
Registration Number:	5266641	BOMGAR INSIGHT
Registration Number:	5266662	BOMGAR VAULT
Registration Number:	5266640	CONNECT FEARLESSLY
Registration Number:	5098636	REMOTE SUPPORT APPLIANCE
Registration Number:	5257385	BOMGAR CONNECT
Registration Number:	5262185	BOMGAR VERIFY
Registration Number:	3824795	LIEBERMAN SOFTWARE
Registration Number:	5354369	LIEBERMAN RED RAPID ENTERPRISE DEFENSE

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER: Linda Kastner

SIGNATURE: /lk/

DATE SIGNED: 04/20/2018

Total Attachments: 6

source=Project Wrigley - Second Lien Trademark Security Agreement (Bomgar Corporation) [Executed]#page1.tif
source=Project Wrigley - Second Lien Trademark Security Agreement (Bomgar Corporation) [Executed]#page2.tif
source=Project Wrigley - Second Lien Trademark Security Agreement (Bomgar Corporation) [Executed]#page3.tif
source=Project Wrigley - Second Lien Trademark Security Agreement (Bomgar Corporation) [Executed]#page4.tif
source=Project Wrigley - Second Lien Trademark Security Agreement (Bomgar Corporation) [Executed]#page5.tif
source=Project Wrigley - Second Lien Trademark Security Agreement (Bomgar Corporation) [Executed]#page6.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 19, 2018, (this "Agreement") is made by BOMGAR CORPORATION, a Delaware corporation ("**Grantor**"), in favor of JEFFERIES FINANCE LLC, as the Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns, the "Collateral Agent").

WHEREAS, the Grantor is party to a Second Lien Security Agreement dated as of April 19, 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 is required to execute and deliver this Second Lien Trademark Security Agreement (this "**Agreement**"); 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 and pledges 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 renewals and extensions thereof, and all rights corresponding thereto;
- (ii) all goodwill of the Grantor's business connected with the use of and symbolized by any of the foregoing;
- (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 and Accessions with respect to any 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.

Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreement, dated as of April 19, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement") among Jefferies Finance LLC, as First Lien Representative, Jefferies Finance LLC, as Second Lien Representative, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement governing the exercise of any right or remedy by the Second Lien Collateral Agent, the terms of the Intercreditor Agreement shall govern and 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 for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or

electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this agreement as of the date first written above.


BOMGAR CORPORATION,
a Delaware corporation

By: Janine K Seebeck
Name: Janine Seebeck
Title: Chief Financial Officer

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as the Collateral Agent

By: _____


Name: John Koehler
Title: Senior Vice President

Signature Page to Second Lien Trademark Security Agreement

TRADEMARK
REEL: 006356 FRAME: 0596

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademark	Owner	Registration Number	Registration Date
BOMGAR (Class 9)	Bomgar Corporation	3,558,116	1/6/2009
BOMGAR (Class 42)	Bomgar Corporation	4,321,476	4/16/2013
BOMGAR BOX (Class 9)	Bomgar Corporation	3,558,117	1/6/2009
BOMGAR BOX (Class 42)	Bomgar Corporation	4,321,475	4/16/2013
BOMGAR BUTTON (Class 9)	Bomgar Corporation	4,136,640	5/1/2012
BOMGAR BUTTON (Class 42)	Bomgar Corporation	4,321,474	4/16/2013
"B" (Stylized and Design: square corners) (Class 9)	Bomgar Corporation	3,800,713	6/8/2010
"B" (Stylized and Design: round corners) (Class 42)	Bomgar Corporation	4,321,473	4/16/2013
BOMGAR ATLAS CLUSTER (Classes 9 and 42)	Bomgar Corporation	4,321,471	4/16/2013
BOMGAR ATLAS TECHNOLOGY (Classes 9 and 42)	Bomgar Corporation	4,321,472	4/16/2013
BOMGAR EMBASSY (Class 9)	Bomgar Corporation	4,132,946	4/24/2012
BOMGAR ANALYTICS (Classes 9 and 42)	Bomgar Corporation	4,321,506	4/16/2013
BOMGAR UNIVERSITY (Class 41)	Bomgar Corporation	4,400,827	9/10/2013
U BOMGAR BOMGAR UNIVERSITY & Design (Class 41)	Bomgar Corporation	4,400,828	9/10/2013
ENTERPRISE REMOTE SUPPORT (Class 9)	Bomgar Corporation	4,050,969	11/1/2011
JUMP (Class 9)	Bomgar Corporation	4,418,762	10/15/2013
JUMP (Class 42)	Bomgar Corporation	4,498,428	3/18/2014
JUMPOINT (Class 9)	Bomgar Corporation	3,715,782	11/24/2009
JUMPOINT (Class 42)	Bomgar Corporation	4,250,651	11/27/2012
THE BOX THAT'S REVOLUTIONIZING REMOTE SUPPORT (Class 9)	Bomgar Corporation	3,558,122	1/6/2009
REMOTE SUPPORT APPLIANCE (Class 9)	Bomgar Corporation	3,697,322	10/13/2009
BOMGAR INSIGHT (Classes 9 and 42)	Bomgar Corporation	5,266,641	8/15/2017
BOMGAR VAULT	Bomgar Corporation	5266662	8/15/2017
CONNECT FEARLESSLY	Bomgar Corporation	5266640	8/15/2017
REMOTE SUPPORT APPLIANCE (Class 9)	Bomgar Corporation	5098636	8/15/2017
BOMGAR CONNECT (Class 9 and 42)	Bomgar Corporation	5257385	8/15/2017
Bomgar Verify (Class 9 and 42)	Bomgar Corporation	5262185	8/8/2017
LIEBERMAN SOFTWARE and Design	Bomgar Corporation	3,824,795	07/27/2010
LIEBERMAN RED – RAPID ENTERPRISE DEFENSE and Design	Bomgar Corporation	5,354,369	12/12/2017