

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483034

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mimecast Services Limited		07/23/2018	Private Company: ENGLAND AND WALES
Ataata, Inc.		07/23/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	4 Chase Metrotech Center		
Internal Address:	MC: NY1-C413		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5491407	M	
Registration Number:	5491198	MIMECAST	
Registration Number:	5491202	MIMECAST	
Registration Number:	5491234	MIME OS	
Registration Number:	3331029	MIMECAST	
Registration Number:	5197381	LEGENDARY CUSTOMER SUCCESS	
Registration Number:	5491338	MIMECAST CLOUD ARCHIVE	
Registration Number:	5294254	ATAATA	
Registration Number:	5203553	ATAATA	
Serial Number:	87666705	M	
Serial Number:	87662154	TARGETED THREAT PROTECTION	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
TRADEMARK			

OP \$290.00 5491407

Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 07/23/2018

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. Mimecast Services Limited
2. Ataata, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. Private Company; 2. Corp.-DE

Citizenship (see guidelines) 1. England and Wales; 2. USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 23, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: JPMorgan Chase Bank, N.A.

Street Address: 4 Chase Metrotech Center, MC: NY1-C413

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

July 23, 2018
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 006388 FRAME: 0557

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of July 23, 2018, is made by ATAATA, INC., a Delaware corporation, and MIMICAST SERVICES LIMITED, a private company incorporated in England and Wales with registration number 4901524, (each, a “Grantor,” and collectively, the “Grantors”), 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 “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among MIMICAST LIMITED, a public company incorporated in Jersey with registration number 119119, as borrower, certain of its subsidiaries from time to time party thereto, as guarantors, the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Grantors;

WHEREAS, in connection with the Credit Agreement, the Grantors, the other Loan Parties (as defined in the Credit Agreement) and the Administrative Agent have entered into that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and that certain English law Security Agreement dated as the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “UK Debenture”, and together with the Security Agreement being, the “Collateral Agreements”); and

WHEREAS, pursuant to the Credit Agreement and the Collateral Agreements, the Grantors are 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. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each 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 in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks, including those referred to on Schedule I 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;

(b) all extensions and renewals of the foregoing;

- (c) all goodwill connected with the use of, and symbolized by, each such Trademark;
- (d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (e) 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
- (f) 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 past, present and future 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.

3. COLLATERAL AGREEMENTS. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Collateral Agreements. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreements, 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 either the Security Agreement or the UK Debenture, the Security Agreement or UK Debenture shall control, as applicable. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. 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. GOVERNING LAW. 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. COUNTERPARTS. 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, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

ATAATA, INC.

By: 

Name: Peter Andrew James Campbell
Title: Treasurer


MIMECAST SERVICES LIMITED

By: 

Name: Peter Andrew James Campbell
Title: Executive Director

ADMINISTRATIVE AGENT:

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





By: 
Name: Eleftherios Karas
Title: Authorized Officer

[Signature Page to U.S. Trademark Security Agreement]

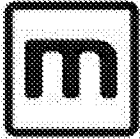
TRADEMARK
REEL: 006388 FRAME: 0561

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Trade Mark	Trademark Owner	Application/ Registration Number	Application/ Registration Date
Design (m stylized) 	Mimecast Services Ltd. (UK)	87/666640 5,491,407	10/31/2017
Mimecast & Design (color) 	Mimecast Services Ltd. (UK)	87/661347 5,491,198	6/12/18
Mimecast & Design (b/w) 	Mimecast Services Ltd. (UK)	87/661391 5,491,202	6/12/18
MIMEOS & Design 	Mimecast Services Ltd. (UK)	87/662132 5,491,234	6/12/18
MIMECAST	Mimecast Services Ltd. (UK)	3,331,029	11/6/07
LEGENDARY CUSTOMER SUCCESS	Mimecast Services Ltd. (UK)	87/110336 5,197,381	5/2/2017
MIMECAST CLOUD ARCHIVE	Mimecast Services Ltd. (UK)	87/664813 5,491,338	6/12/18
ATAATA	ATAATA, Inc.	87/157603 5,294,254	09/26/2017
ATAATA	ATAATA, Inc.	87/156032 5,203,553	05/16/2017

TRADEMARK APPLICATIONS

Trade Mark	Trademark Owner	Application/ Registration Number	Application/ Registration Date	Status
Design (m in box) 	Mimecast Services Ltd. (UK)	87/666705	10/31/2017	Pending
TARGETED THREAT PROTECTION	Mimecast Services Ltd. (UK)	87/662154	10/27/2017	Pending