

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486368

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CENTRIFY CORPORATION		08/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC		
Street Address:	100 S. Wacker Dr., Floor 18		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3158199	CENTRIFY	
Registration Number:	4706549	CENTRIFY EXPRESS	
Registration Number:	4706547	CENTRIFY FOR MOBILE	
Registration Number:	4604865	CENTRIFY FOR SAAS	
Registration Number:	4991222	CENTRIFY IDENTITY SERVICE	
Registration Number:	5196106	CENTRIFY PRIVILEGE SERVICE	
Registration Number:	4706546	CENTRIFY SERVER SUITE	
Registration Number:	4706548	CENTRIFY SUITE	
Registration Number:	4706545	CENTRIFY USER SUITE	
Registration Number:	3671921	DIRECTAUDIT	
Registration Number:	3812766	DIRECTAUDIT	
Registration Number:	3917699	DIRECTAUTHORIZE	
Registration Number:	4454505	DIRECTCONTROL	
Registration Number:	3998783	DIRECTCONTROL EXPRESS	
Registration Number:	4730073	DIRECTMANAGE	
Registration Number:	4706550	DIRECTMANAGE EXPRESS	
Registration Number:	3897790	DIRECTSECURE	
Registration Number:	5378923	MFA EVERYWHERE	
Registration Number:	5476524	NEXT DIMENSION SECURITY	

CH \$565.00 3158199

Property Type	Number	Word Mark
Registration Number:	5476525	THE BREACH STOPS HERE
Serial Number:	87462756	STOP THE BREACH
Serial Number:	87773030	ZERO TRUST SECURITY

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Daniel C. Pollick

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	38263-002
NAME OF SUBMITTER:	Daniel C. Pollick
SIGNATURE:	/Daniel C. Pollick/
DATE SIGNED:	08/16/2018

Total Attachments: 7

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- source=Trademark Security Agreement (Executed)#page2.tif
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- source=Trademark Security Agreement (Executed)#page6.tif
- source=Trademark Security Agreement (Executed)#page7.tif

GRANT OF

SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "**Agreement**"), effective as of August 15, 2018 is made by the persons signatory hereto or hereafter made a party hereto (the "**Grantors**" and each a "**Grantor**"), in favor of GOLUB CAPITAL LLC, a Delaware limited liability company ("**Golub**"), located at 100 S. Wacker Dr., Floor 18, Chicago, IL 60606, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, "**Collateral Agent**").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 15, 2018, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among PROJECT CENTURY MERGER SUB, INC., a Delaware corporation ("**Merger Sub**" or "**Initial Borrower**"), and after giving effect to the Closing Date Acquisition (as defined therein), CENTRIFY CORPORATION, a Delaware corporation ("**Target**" and the "**Borrower**"), PROJECT CENTURY PURCHASER, LLC, a Delaware limited liability company ("**Holdings**"), as a Guarantor, the Subsidiaries of Holdings signatory thereto as guarantors or thereafter designated as Guarantors, the lenders from time to time party thereto (each a "**Lender**" and, collectively, the "**Lenders**"), and Golub, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of August 15, 2018, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Pledge Agreement**");

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants, pledges, and collaterally assigns to the Collateral Agent, for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in all of the following property, wherever located, in each case, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "***Trademark Collateral***"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Secured Obligations:

(a) all trademarks, trade names, corporate names, service marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A, (b) the right to obtain all renewals thereof, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (e) the goodwill of the business symbolized by the foregoing or connected therewith, and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

Notwithstanding the foregoing, the Trademark Collateral" shall not include any "intent-to-use" application for a trademark registration prior to the filing of a statement of use or an amendment to allege use with respect thereto, but solely to the extent, if any, and solely during the period, if any, in which, the grant of a Lien thereon would impair the validity or enforceability of any registration issuing from such intent-to-use application under applicable federal law (provided that, upon filing with the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or a statement of use under 15 U.S.C. Section 1051(d) (or any successor provisions), such intent-to-use trademark application shall be considered Trademark Collateral).

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States

Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

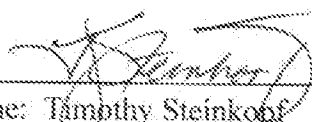
SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CENTRIFY CORPORATION,
a Delaware corporation

By: 
Name: Timothy Steinkopf
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006431 FRAME: 0124

GOLUB CAPITAL LLC,
a Delaware limited liability company,
as Collateral Agent

By: 

Name: Robert G. Tuchscherer
Title: Managing Director

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006431 FRAME: 0125

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Mark</u>	<u>Serial No./ Filing Date</u>	<u>Reg. Number Reg. Date</u>	<u>Applicant/ Registrant</u>	<u>Filing Jurisdiction</u>
CENTRIFY	78755602 Nov. 16, 2005	3158199 Oct. 17, 2006	Centrify Corporation	United States
CENTRIFY EXPRESS	86180456 Jan. 30, 2014	4706549 Mar. 24, 2015	Centrify Corporation	United States
CENTRIFY FOR MOBILE	86180438 Jan. 30, 2014	4706547 Mar. 24, 2015	Centrify Corporation	United States
CENTRIFY FOR SAAS	86180443 Jan. 30, 2014	4604865 Sep. 16, 2014	Centrify Corporation	United States
CENTRIFY IDENTITY SERVICE	86588659 Apr. 6, 2015	4991222 Jul. 5, 2016	Centrify Corporation	United States
CENTRIFY PRIVILEGE SERVICE	86588662 Apr. 6, 2015	5196106 May 2, 2017	Centrify Corporation	United States
CENTRIFY SERVER SUITE	86180435 Jan. 30, 2014	4706546 Mar. 24, 2015	Centrify Corporation	United States
CENTRIFY SUITE	86180455 Jan. 30, 2014	4706548 Mar. 24, 2015	Centrify Corporation	United States
CENTRIFY USER SUITE	86180428 Jan. 30, 2014	4706545 Mar. 24, 2015	Centrify Corporation	United States
DIRECTAUDIT	77547529 Aug. 14, 2008	3671921 Aug. 25, 2009	Centrify Corporation	United States
DIRECTAUDIT	77723452 Apr. 27, 2009	3812766 Jul. 6, 2010	Centrify Corporation	United States
DIRECTAUTHORIZE	77772912 Jul. 1, 2009	3917699 Feb. 8, 2011	Centrify Corporation	United States
DIRECTCONTROL	85924776 May 6, 2013	4454505 Dec. 24, 2013	Centrify Corporation	United States
DIRECTCONTROL EXPRESS	77832609 Sep. 22, 2009	3998783 Jul. 19, 2011	Centrify Corporation	United States
DIRECTMANAGE	86180452 Jan. 30, 2014	4730073 May 5, 2015	Centrify Corporation	United States
DIRECTMANAGE EXPRESS	86180459 Jan. 30, 2014	4706550 Mar. 24, 2015	Centrify Corporation	United States
DIRECTSECURE	77741646 May 20, 2009	3897790 Dec. 28, 2010	Centrify Corporation	United States
MFA EVERYWHERE	87485686 Jun. 12, 2017	5378923 Jan. 16, 2018	Centrify Corporation	United States
NEXT DIMENSION SECURITY	87326014 Feb. 6, 2017	5,476,524 May 22, 2018	Centrify Corporation	United States
STOP THE BREACH	87462756 May 24, 2017	-	Centrify Corporation	United States
THE BREACH STOPS HERE	87326016 Feb. 6, 2017	5,476,525 May 22, 2018	Centrify Corporation	United States

<u>Mark</u>	<u>Serial No./ Filing Date</u>	<u>Reg. Number Reg. Date</u>	<u>Applicant/ Registrant</u>	<u>Filing Jurisdiction</u>
ZERO TRUST SECURITY ¹	87773030 Jan. 26, 2018		Centrify Corporation	United States

¹ NTD: Company intends to abandon this application.