

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492762

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
eEye Inc.		10/03/2018	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: 6			
Property Type	Number	Word Mark	
Registration Number:	2402005	RETINA	
Registration Number:	2484500	EEYE	
Registration Number:	2632843	IRIS	
Registration Number:	2707595	BLINK	
Registration Number:	2895197	REM	
Registration Number:	3102116	EEYE DIGITAL SECURITY	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	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:	10/04/2018		

OP \$165.00 2402005

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 3, 2018, (this “**Agreement**”) is made by BEYONDTRUST SOFTWARE, INC., a California corporation and EEYE INC., a Delaware corporation (collectively, the “**Grantors**” and each a “**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 Grantors are 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 Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and are required to execute and deliver this Second Lien Trademark Security Agreement (this “**Agreement**”); and

WHEREAS, pursuant to the Security Agreement, the Grantors 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 the Grantors to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, the Grantors hereby grant and pledge to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of the Grantors’ 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 each 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.

The Grantors do 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, Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BEYONDTRUST SOFTWARE, INC.

By: Matthew Dircks
Name: Matthew Dircks
Title: Chief Executive Officer

EEYE INC.

By: Matthew Dircks
Name: Matthew Dircks
Title: Chief Executive Officer

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as the Collateral Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director


[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006450 FRAME: 0166

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademark	Owner	Registration/Application Number	Registration/Application Date	Status
POWERBROKER	BeyondTrust Software, Inc.	Reg. No. 2,139,979	Reg. Date 03/03/98	Registered in Principal Register
BEYONDTRUST	BeyondTrust Software, Inc.	Reg. No. 3,261,023	Reg. Date 07/10/07	Registered in Principal Register
BEYONDTRUST	BeyondTrust Software, Inc.	Reg. No. 3,264,859	Reg. Date 07/17/07	Registered in Principal Register
APPGRC	BeyondTrust Software, Inc.	Reg. No. 3,622,642	Reg. Date 07/12/11	Registered in Principal Register
POWERBROKER	BeyondTrust Software, Inc.	Reg. No. 3,994,815	Reg. Date 07/12/11	Registered
PASSWORD SAFE	BeyondTrust Software, Inc.	Reg. No. 4,016,739	Reg. Date 08/23/11	Registered
POWERBROKER	BeyondTrust Software, Inc.	Reg. No. 4,180,743	Reg. Date 07/24/12	Registered
BEYONDTRUST	BeyondTrust Software, Inc.	Reg. No. 4,184,332	Reg. Date 07/31/12	Registered
SECURING THE PERIMETER WITHIN	BeyondTrust Software, Inc.	Reg. No. 4,275,212	Reg. Date 01/15/13	Registered
SECURITY IN CONTEXT	BeyondTrust Software, Inc.	Reg. No. 4,526,379	Reg. Date 05/06/14	Registered
BEYONDSAAS	BeyondTrust Software, Inc.	Reg. No. 4,581,636	Reg. Date 08/05/14	Registered
BEYONDINSIGHT	BeyondTrust Software, Inc.	Reg. No. 4,581,799	Reg. Date 08/05/14	Registered
VBAM	BeyondTrust Software, Inc.	Reg. No. 4,757,425	Reg. Date 06/16/15	Registered
VULNERABILITY-BASED APPLICATION MANAGEMENT	BeyondTrust Software, Inc.	Reg. No. 4,805,637	Reg. Date 09/01/15	Registered on Supp Register
CLARITY	BeyondTrust Software, Inc.	Reg. No. 4,831,521	Reg. Date 10/13/15	Registered
 BeyondTrust	BeyondTrust Software, Inc.	Reg. No. 5,055,909	Reg. Date 10/04/16	Registered

Trademark	Owner	Registration/Application Number	Registration/Application Date	Status
VISIBILITY. KNOWLEDGE. ACTION.	BeyondTrust Software, Inc.	Reg. No. 5,055,910	Reg. Date 10/04/16	Registered
 BeyondTrust	BeyondTrust Software, Inc.	Reg. No. 5,175,343	Reg. Date 04/04/17	Registered
VISIBILITY. KNOWLEDGE. ACTION.	BeyondTrust Software, Inc.	Reg. No. 5,175,344	Reg. Date 04/04/17	Registered
Go Beyond the Password	BeyondTrust Software, Inc.	App. No. 87/189,483	App. Date 09/30/16	Application Pending
LUMIGENT	BeyondTrust Software, Inc.	Reg. No. 2,450,244	Reg. Date 05/08/01	Registered
LOG EXPLORER	BeyondTrust Software, Inc.	Reg. No. 2,589,660	Reg. Date 07/02/02	Registered

RETINA	eEye Inc.	Reg. No. 2,402,005	Reg. Date 11/7/00	Registered
EEYE	eEye Inc.	Reg. No. 2,484,500	Reg. Date 09/04/01	Registered
IRIS	eEye Inc.	Reg. No. 2,632,843	Reg. Date 10/08/02	Registered
BLINK	eEye Inc.	Reg. No. 2,707,595	Reg. Date 04/15/03	Registered
REM	eEye Inc.	Reg. No. 2,895,197	Reg. Date 10/19/04	Registered
EEYE DIGITAL SECURITY	eEye Inc.	Reg. No. 3,102,116	Reg. Date 06/06/06	Registered