

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest under Reel/Frame No. 6211/0783		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		10/03/2018	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	BEYONDTRUST SOFTWARE, INC.		
Street Address:	5090 N. 40th Street, Suite 400		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85018		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	2139979	POWERBROKER	
Registration Number:	3261023	BEYONDTRUST	
Registration Number:	3264859	BEYONDTRUST	
Registration Number:	3622642	APPGRC	
Registration Number:	3956135	DIRECTORY INTEGRATOR	
Registration Number:	3960866	BEYONDTRUST PRIVILEGE. MADE SIMPLE	
Registration Number:	3994815	POWERBROKER	
Registration Number:	4013359	Q POWERBROKER	
Registration Number:	4016739	PASSWORD SAFE	
Registration Number:	4016740	Q POWERBROKER PASSWORD SAFE	
Registration Number:	4016741	POWERBROKER MANAGEMENT CONSOLE	
Registration Number:	4016742	Q POWERBROKER MANAGEMENT CONSOLE	
Registration Number:	4016744	POWERBROKER DIRECTORY INTEGRATOR Q	
Registration Number:	4180743	POWERBROKER	
Registration Number:	4184332	BEYONDTRUST	
Registration Number:	4275212	SECURING THE PERIMETER WITHIN	
Registration Number:	4526379	SECURITY IN CONTEXT	
Registration Number:	4581636	BEYONDSAAS	
Registration Number:	4581799	BEYONDINSIGHT	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2589660	LOG EXPLORER
Registration Number:	2450244	LUMIGENT
Registration Number:	4757425	VBAM
Registration Number:	4805637	VULNERABILITY-BASED APPLICATION MANAGEME
Registration Number:	4831521	CLARITY
Registration Number:	5055909	BT BEYONDTRUST
Registration Number:	5055910	VISIBILITY. KNOWLEDGE. ACTION.
Registration Number:	5175343	BT BEYONDTRUST
Registration Number:	5175344	VISIBILITY. KNOWLEDGE. ACTION.
Serial Number:	87189483	GO BEYOND THE PASSWORD
Serial Number:	87189493	GO BEYOND THE *****
Registration Number:	2050675	POWERPASSWORD

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:	11668-279
NAME OF SUBMITTER:	Daniel C. Pollick
SIGNATURE:	/Daniel C. Pollick/
DATE SIGNED:	10/03/2018

Total Attachments: 6

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**TERMINATION AND RELEASE OF A SECURITY
INTEREST IN TRADEMARKS**

October 3, 2018

THIS TERMINATION AND RELEASE OF LIEN (this "Release") is made as of October 3, 2018, by ARES CAPITAL CORPORATION, in its capacity as Collateral Agent under the Credit Agreement (as defined below) (the "Collateral Agent"), in favor of BEYONDTRUST SOFTWARE, INC. (the "Pledgor").

WHEREAS, the Pledgor and the Collateral Agent entered into that certain Credit Agreement dated as of November 21, 2017 (as further amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the Pledgor, the Lenders and the L/C Issuers from time to time party thereto and the Collateral Agent;

WHEREAS, in connection with the Credit Agreement, the Pledgor executed and delivered that certain Guaranty and Security Agreement dated as of November 21, 2017 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the "Guaranty and Security Agreement"), pursuant to which the Pledgor executed and delivered that certain Trademark Security Agreement dated as of November 21, 2017, including Schedule I thereto, which was recorded with the United States Patent and Trademark Office at Reel 6211, Frame 0783, on November 21, 2017 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the "Trademark Security Agreement" and together with the Guaranty and Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Pledgor ("Releasee"), granted to ARES CAPITAL CORPORATION, as the Collateral Agent for the benefit of the Secured Parties ("Releasor"), a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Trademarks referred to on Schedule A hereto, to secure the prompt and complete payment and performance when due of the Secured Obligations; and

WHEREAS, pursuant to that certain Payoff Letter dated as of October 3, 2018, entered into by the Collateral Agent and the Borrower, the Collateral Agent acknowledged the full payment and performance of the Secured Obligations of the Pledgor, and accordingly Releasee has requested and Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein

have the meanings given to them in the Trademark Security Agreement.

2. Release of Security Interest; Further Assurances. Releasor, without any representation and warranty by or any recourse to Releasor, hereby (i) fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral, (ii) transfers and assigns to the applicable Pledgor any and all right, title and interest that the Collateral Agent may have in, to and under the Trademark Collateral, (iii) agrees that it shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral and effect the release of such rights to Pledgor and (iv) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral.


3. Electronic Delivery. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.

4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ARES CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Joshua M. Bloomstein
Authorized Signatory
Title: _____

SCHEDULE A


Trademark Registrations:

<u>Name of Owner</u>	<u>Mark</u>	<u>Reg. #/App.#</u>	<u>Reg. Date/App. Date</u>	<u>Status</u>
Beyondtrust Software, Inc.	PowerBroker	Reg. No. 2,139,979	Reg. Date 03/03/98	Registered
Beyondtrust Software, Inc.	BEYONDTRUST	Reg. No. 3,261,023	Reg. Date 07/10/07	Registered
Beyondtrust Software, Inc.	BEYONDTRUST	Reg. No. 3,264,859	Reg. Date 07/17/07	Registered
Beyondtrust Software, Inc.	APPGRC	Reg. No. 3,622,642	Reg. Date 05/19/09	Registered (Acquired from Lumigent)
Beyondtrust Software, Inc.	DIRECTORY INTEGRATOR	Reg. No. 3,956,135	Reg. Date 05/03/11	Registered
Beyondtrust Software, Inc.		Reg. No. 3,960,866	Reg. Date 05/17/11	Registered
Beyondtrust Software, Inc.	PowerBroker	Reg. No. 3,994,815	Reg. Date 07/12/11	Registered
Beyondtrust Software, Inc.		Reg. No. 4,013,359	Reg. Date 08/16/11	Registered
Beyondtrust Software, Inc.	PASSWORD SAFE	Reg. No. 4,016,739	Reg. Date 08/23/11	Registered
Beyondtrust Software, Inc.		Reg. No. 4,016,740	Reg. Date 08/23/11	Registered
Beyondtrust Software, Inc.	POWERBROKER MANAGEMENT CONSOLE	Reg. No. 4,016,741	Reg. Date 08/23/11	Registered
Beyondtrust Software, Inc.		Reg. No. 4,016,742	Reg. Date 08/23/11	Registered
Beyondtrust Software, Inc.		Reg. No. 4,016,744	Reg. Date 08/23/11	Registered
Beyondtrust Software, Inc.	POWERBROKER	Reg. No. 4,180,743	Reg. Date 07/24/12	Registered

Beyondtrust Software, Inc.	BEYONDTRUST	Reg. No. 4,184,332	Reg. Date 07/31/12	Registered
Beyondtrust Software, Inc.	SECURING THE PERIMETER WITHIN	Reg. No. 4,275,212	Reg. Date 01/15/13	Registered
Beyondtrust Software, Inc.	SECURITY IN CONTEXT	Reg. No. 4,526,379	Reg. Date 05/06/14	Registered
Beyondtrust Software, Inc.	BEYONDSAAS	Reg. No. 4,581,636	Reg. Date 08/05/2014	Registered
Beyondtrust Software, Inc.	BEYONDINSIGHT	Reg. No. 4,581,799	Reg. Date 08/05/2014	Registered
Beyondtrust Software, Inc.	POWERPASSWORD	Reg. No. 2,050,675	Reg. Date 04/08/97	Registered
Beyondtrust Software, Inc.	LOG EXPLORER	Reg. No. 2,589,660	Reg. Date 07/02/02	Registered
Beyondtrust Software, Inc.	LUMIGENT	Reg. No. 2,450,244	Reg. Date 05/08/01	Registered
Beyondtrust Software, Inc.	VBAM	Reg. No. 4,757,425	Reg. Date 06/16/2015	Registered
Beyondtrust Software, Inc.	VULNERABILITY-BASED APPLICATION MANAGEMENT	Reg. No. 4,805,637	09/01/15	Registered
Beyondtrust Software, Inc.	CLARITY	Reg. No. 4,831,521	Reg. Date 10/13/15	Registered
Beyondtrust Software, Inc.	 BeyondTrust	Reg. No. 5,055,909	Reg. Date 10/04/16	Registered
Beyondtrust Software, Inc.	VISIBILITY. KNOWLEDGE. ACTION.	Reg. No. 5,055,910	Reg. Date 10/04/16	Registered
Beyondtrust Software, Inc.	 BeyondTrust	Reg. No. 5,175,343	Reg. Date 04/04/17	Registered
Beyondtrust Software, Inc.	VISIBILITY. KNOWLEDGE. ACTION.	Reg. No. 5,175,344	Reg. Date 04/04/17	Registered

Trademark Applications:

UNITED STATES TRADEMARKS:

Record Owner	Mark	App/Reg Number	App/Reg Date	Status
Beyondtrust Software, Inc.	Go Beyond the Password	App. No. 87/189,483	App. Date 09/30/16	Application Pending
Beyondtrust Software, Inc.		App. No. 87/189,493	App. Date 09/30/16	Application Pending