

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503099

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Parallels International GMBH		12/19/2018	Gesellschaft Mit Beschränkter Haftung (GmbH): SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch		
<b>Street Address:</b>	600 Washington Boulevard		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Aktiengesellschaft (Ag): SWITZERLAND		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4791174	PARALLELS ACCESS	
<b>Registration Number:</b>	3109113	PARALLELS	
<b>Registration Number:</b>	3278114	TRANSPORTER	
<b>Registration Number:</b>	3397263	COHERENCE	
<b>Registration Number:</b>	3430971	PARALLELS DESKTOP	
<b>Registration Number:</b>	3660369	PARALLELS	
<b>Registration Number:</b>	3146588	2X	
<b>Registration Number:</b>	4846546	APPLIFICATION	
<b>Serial Number:</b>	86913969	PARALLELS RAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2125305000		
<b>Email:</b>	trademark@milbank.com		
<b>Correspondent Name:</b>	Nathaniel T. Browand		
<b>Address Line 1:</b>	Milbank, Tweed, Hadley & McCloy, LLP		
<b>Address Line 2:</b>	28 Liberty Street, 47th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10005		

CH \$240.00 4791174

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	37199.09300
<b>NAME OF SUBMITTER:</b>	Nathaniel T. Browand
<b>SIGNATURE:</b>	/Nathaniel T. Browand/
<b>DATE SIGNED:</b>	12/21/2018

**Total Attachments: 5**

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source=2.5 Trademark Security Agreement (Parallels) (executed)#page2.tif  
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source=2.5 Trademark Security Agreement (Parallels) (executed)#page5.tif

**GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS**

**December 19, 2018**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PARALLELS INTERNATIONAL GMBH, a company registered in Switzerland with company number CHE-113.871.039 (the "Grantor"), hereby grants to UBS AG, STAMFORD BRANCH, with offices at 600 Washington Boulevard, Stamford, Connecticut 06901 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (except (x) any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, 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 any registration that issues from such intent-to-use application under applicable federal law and (y) for the avoidance of doubt, any foreign trademarks, trademark registrations and trademark applications) set forth on Schedule A attached hereto (the "Marks"), (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, (iv) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (v) any and all rights corresponding thereto throughout the world, and (vi) any and all rights to sue for past, present or future infringements thereof (collectively, the "Trademark Collateral").

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in that certain Amended and Restated U.S. Security Agreement by and among Grantor, Grantee, and the other Grantors (as such term is defined therein) party thereto, dated as of December 19, 2018 (as amended, restated, amended and restated, modified and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with

respect to the security interest granted herein, including, but not limited to, the limitations of enforcement proceeds applicable to the Grantor, are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Trademark Security Agreement, the Grantee shall, at the expense of the Grantor, execute and deliver all documents and take all other actions reasonably requested by the Grantor to evidence the release of the security interests in the Trademark Collateral granted herein. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

*[Signature Pages Follow]*

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

GRANTOR:

**PARALLELS INTERNATIONAL GMBH**

By: 

Name: Martin Herb

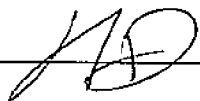
Title: Manager

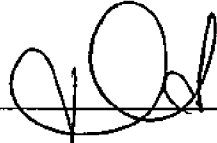
*{Signature Page to Trademark Security Agreement}*

**TRADEMARK**  
**REEL: 006558 FRAME: 0796**

GRANTEE:

**UBS AG, STAMFORD BRANCH**

By:  Houssein Daly  
Name: Associate Director  
Title: Banking Products Services, US

By:  \_\_\_\_\_  
Name:  
Title:

**Darlene Arias**  
Director

*[Signature Page to Trademark Security Agreement]*

**SCHEDULE A**

**Registered Trademarks**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>APP. NO.</b>	<b>APP. DATE</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>RECORD OWNER</b>
PARALLELS ACCESS	United States of America	86049620	27-Aug-13	4791174	11-Aug-15	PARALLELS International GmbH
PARALLELS	United States of America	78634672	23-May-05	3109113	27-Jun-06	PARALLELS International GmbH
TRANSPORTER	United States of America	77081595	12-Jan-07	3278114	7-Aug-07	PARALLELS International GmbH
COHERENCE	United States of America	77084572	17-Jan-07	3397263	18-Mar-08	PARALLELS International GmbH
PARALLELS DESKTOP	United States of America	77296207	4-Oct-07	3430971	20-May-08	PARALLELS International GmbH
PARALLELS AND DESIGN (TWO VERTICAL RED LINES)	United States of America	77599406	23-Oct-08	3660369	28-Jul-09	PARALLELS International GmbH
2X	United States of America	78499597	14-Oct-04	3146588	19-Sep-06	PARALLELS International GmbH
PARALLELS RAS	United States of America	86913969	19-Feb-16			PARALLELS International GmbH
APPLIFICATION	United States of America	86049627	27-Aug-13	4846546	3-Nov-15	PARALLELS International GmbH