TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505538

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BeyondTrust Software, Inc.		12/31/2018	Corporation: CALIFORNIA

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: 4

Property Type	Number	Word Mark
Registration Number:	3824795	LIEBERMAN SOFTWARE
Registration Number:	5354369	LIEBERMAN RED RAPID ENTERPRISE DEFENSE
Registration Number:	5612594	LIEBERMAN RED RAPID ENTERPRISE DEFENSE
Registration Number:	3040519	LIEBERMAN SOFTWARE CORPORATION

CORRESPONDENCE DATA

Fax Number:	3129939767

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:	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:	01/11/2019

Total Attachments: 5
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OP $115.00 3824795

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2018, (this "Agreement") is made by **BEYONDTRUST SOFTWARE, INC.**, a California corporation ("**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 Grantor is party to a First 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 Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this First Lien Trademark Security Agreement (this "**Agreement**");

WHEREAS, pursuant to that certain Contribution Agreement dated as of December 31, 2018 by and among BeyondTrust Corporation (f/k/a Bomgar Corporation) and BeyondTrust Software, Inc., certain trademarks were assigned by BeyondTrust Corporation (f/k/a Bomgar Corporation) to BeyondTrust Software, Inc.; and

WHEREAS, pursuant to the Security Agreement, Grantor 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 Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, Grantor hereby grants and pledges to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor's 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 the 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.

Grantor does 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.

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.

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IN WITNESS WHEREOF, the Grantor has 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

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as the Collateral Agent

By: _____

Name: Paul Chisholm
Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademark	Owner	Application/Registration Number	Application/Registration Date	Status
LIEBERMAN SOFTWARE and Design	BeyondTrust Software, Inc.	3,824,795	07/27/2010	Registered
LIEBERMAN RED – RAPID ENTERPRISE DEFENSE and Design	BeyondTrust Software, Inc.	5,354,369	12/12/2017	Registered
LIEBERMAN RED – RAPID ENTERPRISE DEFENSE	BeyondTrust Software, Inc.	5,612,594	11/20/2018	Registered
LIEBERMAN SOFTWARE CORPORATION	BeyondTrust Software, Inc.	3,040,519	01/10/2006	Registered

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