

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM513395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AppRiver, LLC		02/20/2019	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Collateral Agent		
Street Address:	3333 Peachtree Road, NE		
Internal Address:	7th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3185913	APPRIVER	
Registration Number:	3939734	SPAMLAB	
Registration Number:	3945287	CIPHERPOST	
Registration Number:	4022472	EASY, EFFECTIVE, AFFORDABLE	
Registration Number:	4120510	SECURING THE SMB	
Registration Number:	4019353	SECURETIDE	
Registration Number:	4019380	SECURESURF	
Registration Number:	4085371	EMAIL & WEB SECURITY EXPERTS	
Registration Number:	4178172	PHENOMENAL CARE	
Serial Number:	88106575	POWERED BY PHENOMENAL	
Registration Number:	4225621	CIPHERPOST PRO	
Registration Number:	3915282	THE MESSAGING EXPERTS	
Registration Number:	5333734	APPMAILER	
Registration Number:	5417938	NAUTICAL	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-581-8275
Email: srbrown@jonesday.com
Correspondent Name: Sidney R. Brown, Jones Day
Address Line 1: 1420 Peachtree Street, NE
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Sidney R. Brown
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SIGNATURE:	/Sidney R. Brown/
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DATE SIGNED:	03/08/2019
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of February 20, 2019 (this "Agreement"), among APPRIVER, LLC (the "Grantor") and SUNTRUST BANK, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of February 20, 2019 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Zix Corporation (the "Borrower"), SunTrust Bank as Administrative Agent, and the Lenders party thereto, and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other Grantors from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 6. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 7. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under all of such Grantor's Trademarks, including, but not limited to, the trademark applications and trademark registrations referred to in Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any Trademark Collateral and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act but only 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 such trademark, intent-to-use trademark application, or resulting trademark registration or result in cancellation of such trademark application or registration under applicable federal law.

SECTION 8. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 9. Termination. Upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate immediately and automatically and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the pledge, grant, collateral assignment, lien and Security Interest in the Trademark Collateral under this Agreement.

SECTION 10. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

APPRIVER, LLC as a Grantor

By: 

Name: David E. Rockvam

Title: Vice President and Treasurer

[Zix – Trademark Security Agreement]

TRADEMARK
REEL: 006585 FRAME: 0477

SUNTRUST BANK, as Collateral Agent

By: 

Name: William H. Tallman III

Title: Vice President

[Zix - Trademark Security Agreement]

TRADEMARK
REEL: 006585 FRAME: 0478

Trademarks

Proprietary Right	Jurisdiction	Application / Registration Date	Filing / Registration #	Term	Ownership
APPRIVER	U.S. Federal Trademark	19 Dec 2006	3,185,913	19 December 2026	AppRiver, LLC
SPAMLAB	U.S. Federal Trademark	5 Apr 2011	3,939,734	5 April 2021	AppRiver, LLC
CIPHERPOST	U.S. Federal Trademark	12 Apr 2011	3,945,287	12 April 2021	AppRiver, LLC
EASY, EFFECTIVE, AFFORDABLE	U.S. Federal Trademark	6 Sep 2011	4,022,472	6 September 2021	AppRiver, LLC
SECURING THE SMB	U.S. Federal Trademark	3 Apr 2012	4,120,510	3 Apr 2022	AppRiver, LLC
SECURETIDE	U.S. Federal Trademark	30 Aug 2011	4,019,353	30 August 2021	AppRiver, LLC
SECURESURF	U.S. Federal Trademark	30 Aug 2011	4,019,380	30 Aug 2021	AppRiver, LLC
EMAIL & WEB SECURITY EXPERTS	U.S. Federal Trademark	10 Jan 2012	4,085,371	10 Jan 2022	AppRiver, LLC
PHENOMENAL CARE	U.S. Federal Trademark	24 Jul 2012	4,178,172	24 July 2022	AppRiver, LLC
POWERED BY PHENOMENAL	U.S. Federal Trademark	6 Sep 2018	88/106,575	6 Sep 2028	AppRiver(LLC* *Misspelling in database
CIPHERPOST PRO	U.S. Federal Trademark	16 Oct 2012	4,225,621	16 October 2022	AppRiver, LLC
THE MESSAGING EXPERTS	U.S. Federal Trademark	01-Feb-2011	3,915,282	1 February 2021	AppRiver, LLC
APPMAILER	U.S. Federal Trademark	14 Nov -2017	5,333,734	14 Nov 2023	AppRiver, LLC

NAUTICAL	U.S Federal Trademark	6 Mar 2018	5,417,938	6 Mar 2024	AppRiver, LLC
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