

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carbonite, Inc.		03/26/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
Internal Address:	27TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3583942	CARBONITE	
Registration Number:	4207831	CARBONITE	
Registration Number:	2020810	DOUBLE-TAKE	
Registration Number:	2066485	NSI	
Registration Number:	2245666	NSI SOFTWARE	
Registration Number:	3799909	PHANFARE	
Registration Number:	3674320	LIVEWIRE	
Registration Number:	3776093	DOUBLE-TAKE AVAILABILITY	
Registration Number:	3769064	DOUBLE-TAKE BACKUP	
Registration Number:	3736938	DOUBLE-TAKE MOVE	
Registration Number:	4239253	CARBONITE THE BETTER BACKUP PLAN	
Serial Number:	87692735	CARBONITE SAFE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		

CH \$315.00 3583942

Correspondent Name: LATHAM & WATKINS LLP C/O ANGELA M. AMARU
Address Line 1: 885 THIRD AVENUE
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 039269-0603

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /s/ Angela M. Amaru

DATE SIGNED: 03/28/2019

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of March 26, 2019, is made by CARBONITE, INC., a Delaware corporation (the “Grantor”), in favor of BARCLAYS BANK PLC, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of March 26, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Carbonite, Inc., a corporation organized under the laws of Delaware (the “Borrower”), the lenders from time to time party thereto (each, a “Lender” and, collectively, the “Lenders”) and Barclays Bank PLC, as the Administrative Agent and the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement and the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of March 26, 2019, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademark Collateral (as defined below).

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement, to induce the Lenders to make their respective extensions of credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

Grant of Security Interest. The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations, a lien on and security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), together with all rights, priorities and privileges related thereto and all rights to sue or otherwise recover at law or in equity for any infringement, dilution or other violation or impairment thereof, including the right to receive all Proceeds therefrom (collectively, the “Trademark Collateral”) ; provided that applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Trademark Collateral (a) unless and until an amendment to allege use or a statement of use has been filed with the United States Patent and Trademark Office with respect thereto and (b) to the extent, 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 issuing from such "intent-to-use" trademark or service mark application under applicable federal law.

Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent and the other Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

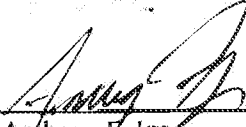
Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the other Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

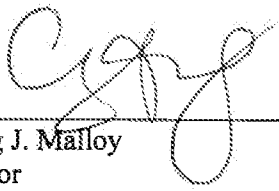
CARBONITE, INC.,
as the Grantor

By: 
Name: Anthony Folge
Title: Treasurer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006602 FRAME: 0749

BARCLAYS BANK PLC, as the Collateral Agent

By: 
Name: Craig J. Malloy
Title: Director

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006602 FRAME: 0750

SCHEDULE A

U.S. TRADEMARKS AND APPLICATIONS

Jurisdiction	Registration No.	Registered Owner	Mark
United States of America	3,583,942	Carbonite, Inc.	CARBONITE
United States of America	4,207,831	Carbonite, Inc.	CARBONITE and Design
United States of America	2,020,810	Carbonite, Inc.	DOUBLE-TAKE
United States of America	2066485	Carbonite, Inc.	NSI
United States of America	2245666	Carbonite, Inc.	NSI SOFTWARE
United States of America	3799909	Carbonite, Inc.	PHANFARE
United States of America	3674320	Carbonite, Inc.	LIVEWIRE
United States of America	3776093	Carbonite, Inc.	DOUBLE-TAKE AVAILABILITY
United States of America	3769064	Carbonite, Inc.	DOUBLE-TAKE BACKUP
United States of America	3736938	Carbonite, Inc.	DOUBLE-TAKE MOVE
United States of America	4239253	Carbonite, Inc.	CARBONITE THE BETTER BACKUP PLAN

Pending Trademark Applications of Carbonite, Inc.

Jurisdiction	Application No.	Filing Date	Applicant	Mark
United States of America	87/692,735	11/21/2017	Carbonite, Inc.	Carbonite Safe