

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516336

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Webroot 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: 19			
Property Type	Number	Word Mark	
Registration Number:	3658616	THE BEST SECURITY IN AN UNSECURED WORLD	
Registration Number:	4296224	WEBROOT SECUREANYWHERE	
Registration Number:	4296225	WEBROOT SECUREANYWHERE	
Registration Number:	5060583	ANOMALYTICS	
Registration Number:	3792106	BRIGHTCLOUD	
Registration Number:	5309093	BRIGHTCLOUD	
Registration Number:	3693424	CHANNEL EDGE	
Registration Number:	4757874	CONTINUOUS THREAT DEFENSE	
Registration Number:	4951661	CYBERFLOW ANALYTICS	
Registration Number:	4951680	FLOWSCAPE	
Registration Number:	4578444	SECUREANYWHERE	
Registration Number:	5223676	SMARTER CYBERSECURITY	
Registration Number:	2877206		
Registration Number:	2405273	WEBROOT	
Registration Number:	4450735	WEBROOT	
Registration Number:	5093725	WEBROOT	
Registration Number:	4296223	WEBROOT SECUREANYWHERE	
Registration Number:	4296226	WEBROOT SECUREANYWHERE	

CH \$490.00 3658616

Property Type	Number	Word Mark
Registration Number:	2538432	WINDOW WASHER
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	
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 WEBROOT 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, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WEBROOT, INC.,
as the Grantor

By: _____

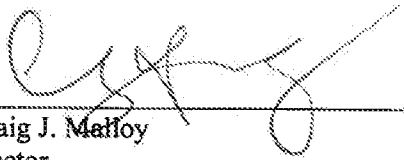
Name: Anthony Folger

Title: Treasurer

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

TRADEMARK
REEL: 006602 FRAME: 0799

BARCLAYS BANK PLC, as the Collateral Agent

By: 
Name: Craig J. Malloy
Title: Director

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

SCHEDULE A

U.S. TRADEMARKS AND APPLICATIONS

TRADEMARK	APPLICATION NO	FILING DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS
THE BEST SECURITY IN AN UNSECURED WORLD	77/158849	17-Apr-07	3658616	21-Jul-09	Inactive Still within grace period
WEBROOT SECUREANYWHERE & DESIGN	85395815	11-Aug-11	4296224	26-Feb-13	Inactive Still within grace period
WEBROOT SECUREANYWHERE & DESIGN	85395822	11-Aug-11	4296225	26-Feb-13	Inactive Still within grace period
BINOCULAR FUSION ANALYTICS	86934563 ITU	09-Mar-16	N/A	N/A	Pending
BRIGHTCLOUD	86748197 ITU	04-Sep-15	N/A	N/A	Pending
CYBERHOOKS	86837868 ITU	03-Dec-15	N/A	N/A	Pending
ANOMALYTICS	86691718	13-Jul-15	5060583	11-Oct-16	Registered
BRIGHTCLOUD	77706936	04-Apr-09	3792106	25-May-10	Registered
BRIGHTCLOUD	86981816	04-Sep-15	5309093	17-Oct-17	Registered
CHANNEL EDGE	77/391135	07-Feb-08	3693424	6-Oct-09	Registered
CONTINUOUS THREAT DEFENSE	86498346	08-Jan-15	4757874	16-Jun-15	Registered
CYBERFLOW ANALYTICS	85883995	22-Mar-13	4951661	3-May-16	Registered
FLOWSCAPE	85939367	22-May-13	4951680	3-May-16	Registered
SECUREANYWHERE	85/910687	22-Apr-13	4578444	5-Aug-14	Registered
SMARTER CYBERSECURITY	86598844	15-Apr-15	5223676	13-Jun-17	Registered
SPY SWEEPER DESIGN 1	78/221240	04-Mar-03	2877206	24-Aug-04	Registered
WEBROOT	75/623667	20-Jan-99	2405273	21-Nov-00	Registered
WEBROOT	85/910691	22-Apr-13	4450735	17-Dec-13	Registered
WEBROOT	86748205	04-Sep-15	5093725	6-Dec-16	Registered
WEBROOT SECUREANYWHERE	85395413	11-Aug-11	4296223	26-Feb-13	Registered
WEBROOT SECUREANYWHERE	85395835	11-Aug-11	4296226	26-Feb-13	Registered
WINDOW WASHER	78/074803	19-Jul-01	2538432	12-Feb-02	Registered