

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Open Mesh, Inc.		04/02/2019	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	bank organized and existing under the laws of Switzerland: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5037434	CLOUDTRAX	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	030786-0930		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	04/02/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of April 2, 2019 (this “**Trademark Security Agreement**”), is made by each signatory hereto listed under “Pledgors” (each a “**Pledgor**” and collectively, the “**Pledgors**”), in favor of Credit Suisse AG, Cayman Islands Branch, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain Credit Agreement, dated as of April 2, 2019 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among Datto, Inc., a Delaware corporation (the “**Borrower**”), Merritt Holdco, Inc., a Delaware corporation (“**Holdings**”), the other guarantors from time to time party thereto, the lenders and issuing banks from time to time party thereto and the several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to

the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FLEDGORS:

DATTO, INC.,
a Delaware corporation

By: Timothy Weller
Name: Timothy Weller
Title: Chief Executive Officer

AUTOTASK CORPORATION,
a Delaware corporation

By: Timothy Weller
Name: Timothy Weller
Title: Chief Executive Officer

OPEN MESH, INC.,
an Oregon corporation

By: Timothy Weller
Name: Timothy Weller
Title: Chief Executive Officer


BACKUPIFY, INC.,
a Delaware corporation

By: Timothy Weller
Name: Timothy Weller
Title: Chief Executive Officer


[Signature Page to Trademark Security Agreement]

Accepted and agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By:  _____

Name: Judith E. Smith
Title: Authorized Signatory

By:  _____

Name: Brady Bingham
Title: Authorized Signatory


[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Record Owner/Pledgor
AUTOTASK	78768189 12/7/2005	3253109 6/19/2007	Autotask Corporation
AUTOTASK	78768209 12/7/2005	3253110 6/19/2007	Autotask Corporation
AUTOTASK ENDPOINT MANAGEMENT	87061130 6/6/2016	5239616 7/11/2017	Autotask Corporation
AUTOTASK WORKPLACE	86765644 9/23/2015	5016222 8/9/2016	Autotask Corporation
METRICS THAT MATTER	87022555 5/3/2016	5100189 12/13/2016	Autotask Corporation
SOONR	85739187 9/26/2012	4338520 5/21/2013	Autotask Corporation
SOONR	78782592 12/29/2005	3244106 5/22/2007	Autotask Corporation
SOONR WORKPLACE	85739210 9/26/2012	4378944 8/6/2013	Autotask Corporation
BACKUPIFY	85267548 3/15/2011	4059291 11/22/2011	Backupify, Inc.
BACKUPIFY	85267560 3/15/2011	4059292 11/22/2011	Backupify, Inc.
DATTO	85875004 3/13/2013	4403443 9/17/2013	Datto, Inc.
DATTO ACADEMY	85875119 3/13/2013	4403445 9/17/2013	Datto, Inc.
DATTO ALTO	85831442 1/24/2013	4507394 4/1/2014	Datto, Inc.

Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Record Owner/Pledgor
GENISIS	85875035 3/13/2013	4392364 8/27/2013	Datto, Inc.
INTELLIGENT BUSINESS CONTINUITY	85875061 3/13/2013	4403444 9/17/2013	Datto, Inc.
SIRIS AND DESIGN 	86975012 10/31/2013	4679162 1/27/2015	Datto, Inc.
CLOUDTRAX	86617580 5/1/2015	5037434 9/6/2016	Open Mesh, Inc.

United States Trademark Applications:

None.