

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522960

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LogRhythm, Inc.		05/09/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street, N.E., 25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3446759	LOGRHYTHM	
Registration Number:	4979262	LOGRHYTHM	
Registration Number:	4840764	LOGRHYTHM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-819-2655		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Peter Giovine/White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1135397-0121-BC15		
NAME OF SUBMITTER:	Peter Giovine		
SIGNATURE:	/Peter Giovine/		
DATE SIGNED:	05/09/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of May 9, 2019, is entered into by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a “**Grantor**” and, collectively, the “**Grantors**”) and **SUNTRUST BANK** (the “**Assignee**”), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of the date hereof, by and among the Assignee, **TENACITY HOLDINGS, LLC**, a Delaware limited liability company (“**Holdings**”), **LOGRHYTHM, INC.**, a Delaware corporation (the “**Borrower**”), and the other parties thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “**Guarantee and Collateral Agreement**”), and pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Holdings, the Borrower, Assignee and the Lenders party thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “**Credit Agreement**”).

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, logos, Internet domain names and other source or business identifiers, now existing or hereafter adopted or acquired, (ii) all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, (iii) the right to obtain all renewals thereof and (iv) all goodwill associated with or symbolized by any of the foregoing.

(b) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement and amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor that is Collateral or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark that is Collateral to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation.

Grantor authorizes and requests the Commissioner for Trademarks and any other government officials to record and register this Agreement.

4. Administrative Agent.

The Administrative Agent shall act hereunder only in accordance with the terms and conditions of the Credit Agreement. Any and all actions the Administrative Agent takes or omits to take hereunder shall be covered by the indemnity provisions of the Credit Agreement which shall be deemed to be incorporated by reference herein. In the case of a conflict between this Agreement, and the Credit Agreement, the Credit Agreement shall govern the rights and obligations of the Administrative Agent.

5. Applicable Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

6. Counterparts.

This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


[Signature page follows]

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

GRANTOR:

BORROWER:

LOGRHYTHM, INC.

By: 
Name: Barry Capoor
Title: Chief Financial Officer

ASSIGNEE:

SUNTRUST BANK,
as Administrative Agent

By: 

Name: Brian A. Lewis

Title: Managing Director

Log Rhythm

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006642 FRAME: 0392

Schedule A to TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Reg No.	Reg. Date	Owner	Jurisdiction
LOGRHYTHM	2815549	7/6/2016	LogRhythm, Inc.	AR
LOGRHYTHM	1269459	2/11/2016	LogRhythm, Inc.	AU (Via Madrid Protocol)
LOGRHYTHM	909967369	2/14/2018	LogRhythm, Inc.	BR
LOGRHYTHM	1269459	12/28/2016	LogRhythm, Inc.	CN (Via Madrid Protocol)
LOGRHYTHM	1269459	8/17/2016	LogRhythm, Inc.	EU (Via Madrid Protocol)
LOGRHYTHM	1128039	6/8/2012	LogRhythm, Inc.	EU (Via Madrid Protocol)
LOGRHYTHM	1269459	9/2/2015	LogRhythm, Inc.	International Register
LOGRHYTHM	1128039	6/8/2012	LogRhythm, Inc.	International Register
LOGRHYTHM	1269459	5/17/2017	LogRhythm, Inc.	India (Via Madrid Protocol)
LOGRHYTHM	1269459	2/1/2018	LogRhythm, Inc.	Israel (Via Madrid Protocol)
LOGRHYTHM	1269459	7/1/2016	LogRhythm, Inc.	JP (Via Madrid Protocol)
LOGRHYTHM	126459	9/6/2016	LogRhythm, Inc.	MX (Via Madrid Protocol)
LOGRHYTHM	126459	8/16/2016	LogRhythm, Inc.	RU Via Madrid Protocol)

Trademark	Reg No.	Reg. Date	Owner	Jurisdiction
LOGRHYTHM	1436026051	1/13/2016	LogRhythm, Inc.	Saudi Arabia
LOGRHYTHM	126459	7/4/2016	LogRhythm, Inc.	South Korea (Via Madrid Protocol)
LOGRHYTHM	126459	9/13/2016	LogRhythm, Inc.	Switzerland (Via Madrid Protocol)
LOGRHYTHM	243015	11/15/2017	LogRhythm, Inc.	United Arab Emirates
LOGRHYTHM	3446759	6/10/2008	LogRhythm, Inc.	US
LOGRHYTHM	4979262	6/14/2016	LogRhythm, Inc.	US
LOGRHYTHM	4840764	10/27/2015	LogRhythm, Inc.	US

Trademark Applications

Trademark	Application No.	Filing Date	Owner	Jurisdiction
LOGRHYTHM	1745388	9/10/2015	LogRhythm, Inc.	CA
LOGRHYTHM	28907702	1/25/2018	LogRhythm, Inc.	CN
LOGRHYTHM	28907703	1/25/2018	LogRhythm, Inc.	CN
LOGRHYTHM	3221399	9/2/2015	LogRhythm, Inc.	IN