

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM523923

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Unitrends, Inc.		05/03/2019	Corporation: DELAWARE
Spanning Cloud Apps LLC		05/03/2019	Limited Liability Company: DELAWARE
Rapidfire Tools Inc.		05/03/2019	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital Markets LLC. as Collateral Agent		
<b>Street Address:</b>	100 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4271269	SIMPLY SCALABLE	
<b>Registration Number:</b>	4201229	UNITRENDS	
<b>Registration Number:</b>	4649815	CLOUDHOOK	
<b>Registration Number:</b>	4822773	RTA CALCULATOR	
<b>Registration Number:</b>	5074196	UNITRENDS FREE	
<b>Registration Number:</b>	4305794	RELIABLEDR	
<b>Registration Number:</b>	4328782	VIRTUALSHARP	
<b>Registration Number:</b>	4447582		
<b>Registration Number:</b>	4566419	SPANNING BACKUP	
<b>Registration Number:</b>	4566418	SPANNING	
<b>Registration Number:</b>	4477345	RAPIDFIRE TOOLS	
<b>Registration Number:</b>	5212096	NETWORK DETECTIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

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**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:** 1182886-0068-BC15

**NAME OF SUBMITTER:** Peter Giovine

**SIGNATURE:** /Peter Giovine/

**DATE SIGNED:** 05/16/2019

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 3, 2019 (this “Agreement”), among Unitrends, Inc., a Delaware corporation, Rapidfire Tools Inc., a Delaware corporation, and Spanning Cloud Apps LLC, a Delaware limited liability company (collectively the “Grantors” and, each, the “Grantor”), and GOLUB CAPITAL MARKETS LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of May 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Kaseya Luxembourg Holdings S.C.A., a *société en commandite par actions* incorporated under the laws of Luxembourg, having its registered office at 15, boulevard F.W. Raiffeisen, L-2411 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 178.546 (“Holdings”), acting by its managing general partner Kaseya Luxembourg, a *société a responsabilité limitée* incorporated under the laws of Luxembourg, having its registered office at 15, boulevard F.W. Raiffeisen, L-2411 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 178.522, Kaseya Traverse Inc., a Delaware corporation (“Traverse”), Utah Merger Sub Inc., a Delaware corporation (“Utah”), Rhode Holdings Inc., a Delaware corporation (“Rhode” and, together with Traverse and Utah, the “Borrowers” and, each, a “Borrower”), the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and Golub Capital Markets LLC, as the administrative agent, and (b) the Collateral Agreement dated as of May 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrowers, 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 Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantors are Affiliates of the Borrowers and are 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. Accordingly, the parties hereto agree as follows:

SECTION 1. 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 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, 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 (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of each Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, 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” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each 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 5. 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.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

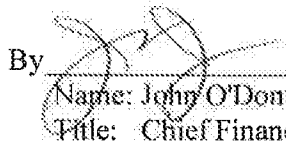
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

UNITRENDS, INC.

By   
Name: John O'Donnell  
Title: Chief Financial Officer

SPANNING CLOUD APPS LLC

By   
Name: John O'Donnell  
Title: Chief Financial Officer

RAPIDFIRE TOOLS INC.

By \_\_\_\_\_  
Name: Bruno Annicq  
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

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UNITRENDS, INC.

By \_\_\_\_\_  
Name: John O'Donnell  
Title: Chief Financial Officer

SPANNING CLOUD APPS LLC

By \_\_\_\_\_  
Name: John O'Donnell  
Title: Chief Financial Officer


RAPIDFIRE TOOLS INC.

By \_\_\_\_\_  
Name: Bruno Annicq  
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006647 FRAME: 0449**

**GOLUB CAPITAL MARKETS LLC,**  
as Collateral Agent

By:   
Name: Robert G. Tuchscherer  
Title: Managing Director


[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006647 FRAME: 0450**

**Schedule I**

**TRADEMARKS**

Trademark Registrations:

<b>Mark</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Owner</b>
Simply Scalable	01/08/2013	4271269	Unitrends, Inc.
Unitrends	09/04/2012	4201229	Unitrends, Inc.
Cloudhook	12/02/2014	4649815	Unitrends, Inc.
RTA Calculator	09/29/2015	4822773	Unitrends, Inc.
Unitrends Free	11/01/2016	5074196	Unitrends, Inc.
ReliableDR	03/10/2013	4305794	Unitrends, Inc.
VirtualSharp	04/30/2013	4328782	Unitrends, Inc.
	12/10/2013	4447582	Spanning Cloud Apps LLC
Spanning Backup	07/15/2014	4566419	Spanning Cloud Apps LLC
Spanning	07/15/2014	4566418	Spanning Cloud Apps LLC
RapidFire Tools	02/04/2014	4477345	RapidFire Tools Inc.
Network Detective	05/30/2017	5212096	RapidFire Tools Inc.

Trademark Applications:

None.

**LICENSES**

<b>Licensee</b>	<b>Licensor</b>	<b>Country/State.</b>	<b>Registration/Application Number, If any</b>	<b>Description</b>
Continuum Managed Services, LLC	RapidFire Tools Inc.	USA	N/A	Master Software License, Services and Distribution Agreement, dated as of May 29, 2012
RapidFire Tools Inc.	Huntress Labs Incorporated	USA	N/A	Master Software License, Services and Distribution Agreement, dated as of March 20, 2018
Datto, Inc.	RapidFire Tools Inc.	USA	N/A	Master Software License, Services



				and Distribution Agreement, dated as of February 2, 2016
RapidFire Tools Inc.	Server Scan, LLC	USA	N/A	PCI Scanning Partner Agreement, dated March 21, 2017
Unitrends, Inc.	Kroll Ontrack, Inc.	Minnesota	N/A	Distribution License