

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GlobalSCAPE, Inc.		11/18/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JP Morgan Chase Bank, N.A.		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	77144996	CUTEFTP	
Serial Number:	76113128	CUTEFTP PRO	
Serial Number:	77935021	DMZ GATEWAY	
Serial Number:	86797701	EFT CLOUD SERVICES	
Serial Number:	76113043	GLOBALSCAPE	
Serial Number:	77788416	GLOBALSCAPE	
Serial Number:	76113746	GLOBAL SCAPE	
Serial Number:	85629671	GLOBALSCAPE SECURELY CONNECTED	
Serial Number:	77634642	MAIL EXPRESS	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Spencer Simon		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		

CH \$240.00 77144996

ATTORNEY DOCKET NUMBER:	125180/7
NAME OF SUBMITTER:	Spencer Simon
SIGNATURE:	/Spencer Simon/
DATE SIGNED:	11/19/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, waived or otherwise modified from time to time) (this “Agreement”), dated as of November 18, 2019, among GlobalSCAPE, Inc., a Delaware corporation (the “Borrower”), each subsidiary of the Borrower party hereto (together with the Borrower, each a “Grantor”, and collectively, the “Grantors”) and JPMorgan Chase Bank, N.A., in its capacity as the administrative agent (the “Administrative Agent”) for the Lenders (defined below).

Reference is made to (a) the Pledge and Security Agreement, dated as of November 18, 2019 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) among the Borrower, each subsidiary of the Borrower party thereto (together with any additional entities that become parties to the Security Agreement) and the Administrative Agent and (b) the Credit Agreement dated as of November 18, 2019 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the other parties from time to time party thereto, the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”) and the Administrative Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and to secure the Secured Obligations.

Accordingly the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

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, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and its assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration

applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent to use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I hereto (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

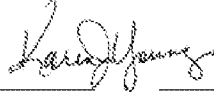
SECTION 4. *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK].

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

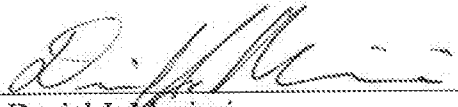
GLOBALSCAPE, INC., as a Grantor

By: 

Name: Karen J. Young

Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as the
Administrative Agent

By: 
Name: Daniel J. Mianiaci
Title: Authorized Officer

[Signature Page to Trademark Security Agreement – GlobalSCAPE, Inc.]

TRADEMARK

REEL: 006799 FRAME: 0451

SCHEDULE I

Trademark Applications and Registrations

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Class/Goods	Deadline
CUTEFTP	77144996	30-Mar-2007	3355557	18-Dec-2007	09-Computer software for use in inter-computer file transfers	Renewal Due 12/18/2027
CUTEFTP PRO	76113128	22-Aug-2000	2530785	15-Jan-2002	09-computer software for use in inter-computer file transfers for advanced users	Renewal Due 1/15/2022
DMZ GATEWAY	77935021	12-Feb-2010	4056943	15-Nov-2011	09-Computer software for securing data storage and retrieval, authentication and firewall transversal	Renewal Due 11/15/2021
EFT CLOUD SERVICES	86797701	23-Oct-2015	5117083	10-Jan-2017	42- Software as a service (SAAS) services featuring software for secure information exchange, data synchronization, securing data, data storage and retrieval, data archival, data file compression and encryption and authentication and transferring files over the Internet, all of the foregoing being unrelated to electronic funds transfer	Combined Declaration of Use and Incontestability due 1/10/2023

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Class/Goods	Deadline
GLOBALSCAPE	76113043	21-Aug-2000	2552096	26-Mar-2002	09- computer software for use in inter-computer file transfers, data file compression, encryption	Renewal Due 3/26/2022
GLOBALSCAPE	77788416	23-Jul-2009	3754572	02-Mar-2010	09- software for use in secure information exchange	Renewal Due 3/2/2020
	76113746	22-Aug-2000	2544391	05-Mar-2002	09- computer software for use in inter-computer file transfers, data file compression, encryption	Renewal Due 3/5/2022
	85629671	18-May-2012	4548186	10-Jun-2014	42- Providing on-line non-downloadable computer software for secure information exchange, end-point security, securing data, data storage and retrieval, computer backup, data file compression, and encryption and authentication and transferring files over the internet	Combined Declaration of Use and Incontestability due 6/10/2020
MAIL EXPRESS	77634642	16-Dec-2008	4210325	18-Sep-2012	09- Computer software for use in delivery of e-mail attachments and with functionality	Renewal Due 9/18/2022

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Class/Goods	Deadline
					applicable to other inter-computer file transfer solutions	