

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554514

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mercer Road Corp.		12/20/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC		
<b>Street Address:</b>	745 Seventh Avenue, 8th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	PLC: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5871133	O	
<b>Registration Number:</b>	5871131	OVERTONE	
<b>Registration Number:</b>	5871132	OVERTONE	
<b>Registration Number:</b>	5871134	GET ON THE SAME WAVELENGTH	
<b>Registration Number:</b>	3171098	VIVOX	
<b>Registration Number:</b>	4093716	VIVOX	
<b>Registration Number:</b>	4093718	VIVOX	
<b>Registration Number:</b>	4700066	VOICEEVERYWHERE	
<b>Registration Number:</b>	4700067	VOICEEVERYWHERE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		

OP \$240.00 5871133

<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	12/23/2019
<b>Total Attachments: 5</b> source=08. Trademark Security Agreement#page1.tif source=08. Trademark Security Agreement#page2.tif source=08. Trademark Security Agreement#page3.tif source=08. Trademark Security Agreement#page4.tif source=08. Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT dated as of December 20, 2019 (this "Agreement"), among Mercer Road Corp., a Delaware corporation (the "Grantor"), and BARCLAYS BANK PLC, as Administrative Agent (in such capacity and together with successors and assigns in such capacity, the "Administrative Agent").

Reference is made to (a) the Revolving Credit Agreement, dated as of December 20, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Unity Software Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto, the Issuing Banks party thereto and Barclays Bank PLC, as Administrative Agent, and (b) the Collateral Agreement, dated as of December 20, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other grantors from time to time party thereto and the Administrative Agent. 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 or the Credit Agreement, as applicable. 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 all Secured Obligations, the Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under the Trademarks, including the registrations and applications thereof listed on Schedule I attached hereto (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The 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 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.

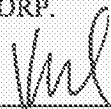
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall be deemed an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

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

MERCER ROAD CORP.

By: \_\_\_\_\_



Name: Kimberly Jabal

Title: President, CEO and Treasurer

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006824 FRAME: 0064**

BARCLAYS BANK PLC,  
as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

Craig Malloy  
Director

*[Signature Page to Trademark Security Agreement]*

Schedule I

<u>Owner</u>	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Word Mark</u>
MERCER ROAD CORP.	88044832	5871133	O
MERCER ROAD CORP.	88044759	5871131	OVERTONE
MERCER ROAD CORP.	88044824	5871132	OVERTONE Stylized
MERCER ROAD CORP.	88044836	5871134	GET ON THE SAME WAVELENGTH
MERCER ROAD CORP.	78747654	3171098	VIVOX
MERCER ROAD CORP.	85353732	4093716	VIVOX
MERCER ROAD CORP.	85353734	4093718	VIVOX
MERCER ROAD CORP.	85353737	4700066	VOICEEVERYWHERE
MERCER ROAD CORP.	85353739	4700067	VOICEEVERYWHERE