

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kaseya US LLC		12/27/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Collateral Agent		
Street Address:	100 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4271269	SIMPLY SCALABLE	
Registration Number:	4201229	UNITRENDS	
Registration Number:	4649815	CLOUDHOOK	
Registration Number:	4822773	RTA CALCULATOR	
Registration Number:	5074196	UNITRENDS FREE	
Registration Number:	4305794	RELIABLEDR	
Registration Number:	4328782	VIRTUALSHARP	
Registration Number:	4447582		
Registration Number:	4566419	SPANNING BACKUP	
Registration Number:	4566418	SPANNING	
Registration Number:	4477345	RAPIDFIRE TOOLS	
Registration Number:	5212096	NETWORK DETECTIVE	
Serial Number:	88568254	PASSLY	
Serial Number:	88568209	CONNECT IT	
Serial Number:	88521908	IT COMPLETE	
Serial Number:	88521897	IT COMPLETE	
CORRESPONDENCE DATA			
Fax Number:			

CH \$415.00 4271269

TRADEMARK

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.

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:	12/30/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 27, 2019 (this “Agreement”), between KASEYA US LLC, a Delaware limited liability company (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 Holdings Inc., a Delaware corporation (as the legal continuation of existence of Kaseya Luxembourg Holdings S.C.A., a *société en commandite par actions* originally incorporated under the laws of Luxembourg) (“Holdings”), Kaseya Inc., a Delaware corporation (the “Borrower”), as successor by assignment and assumption from Kaseya Traverse Inc., a Delaware corporation, Utah Merger Sub Inc., a Delaware corporation and Rhode Holdings Inc., a Delaware corporation (collectively, the “Initial Borrowers”), 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 Amended and Restated Collateral Agreement dated as of December 27, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, 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 Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is 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, the 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 the 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 the 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 Grantor 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. The 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.

KASEYA US LLC

By 
Name: Bruno Annicq
Title: President and Assistant Treasurer

GOLUB CAPITAL MARKETS LLC

By: _____

Name: Robert G. Tuchscherer
Title: Managing Director

A handwritten signature in black ink, appearing to read 'R. Tuchscherer', is written over a horizontal dotted line. The signature is fluid and cursive.


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006828 FRAME: 0082

Schedule I

TRADEMARKS

Trademark Registrations:

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

Trademark Applications:

Mark	Application Date	Serial No.	Owner
Passly	8/6/2019	88568254	Kaseya US LLC
Connect IT	8/6/2019	88568209	Kaseya US LLC
IT Complete	7/18/2019	88521908	Kaseya US LLC
IT Complete	7/18/2019	88521897	Kaseya US LLC

LICENSES

Licensee	Licensor	Country/State.	Registration/Application Number, If any	Description
Continuum Managed Services, LLC	Kaseya US LLC***	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.	Kaseya US LLC***	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

* After giving effect to assignment from Unitrends, Inc.

** After giving effect to assignment from Spanning Cloud Apps LLC.

*** After giving effect to assignment from RapidFire Tools Inc.