

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Navisite LLC		01/15/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	280 Park Ave., W 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4667342	ALL THINGS CLOUD AND BEYOND.	
Registration Number:	5595643	AMERICA'S JOB EXCHANGE	
Registration Number:	3403811	AMERICA'S JOB EXCHANGE	
Registration Number:	3833961	NAVICLOUD	
Registration Number:	4588686	NAVICLOUD DIRECTOR	
Registration Number:	2445562	NAVISITE	
Registration Number:	2470821	NAVISITE	
Registration Number:	5410326	NAVISITE	
Registration Number:	3852534	NAVISITE	
Registration Number:	2256916	NAVISITE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		

OP \$265.00 4667342

ATTORNEY DOCKET NUMBER:	057121-0289
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	01/15/2020

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 15, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Antares Capital LP, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, Remote DBA Experts, LLC, a Delaware limited liability company, Database Holdings, Inc., a Delaware corporation, and certain other Grantors are party to a Security Agreement, dated as of April 18, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted 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 (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time in the future may own or acquire any right, title, or interest (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor,

including the United States registered or applied for Trademarks listed in Schedule A; and
(b) all goodwill connected with the use of and symbolized thereby;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be

deemed an original, but all such counterparts together shall constitute but one and the same instrument.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALABANZA LLC, a Delaware limited liability company

By: 
Name: Mark Clayman
Title: Chief Executive Officer

NAVISITE LLC, a Delaware limited liability company

By: 
Name: Mark Clayman
Title: Chief Executive Officer

ANTARES CAPITAL LP,
as Administrative Agent



By: LD Spencer

Name: Lofton Spencer

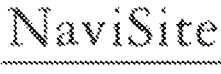


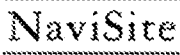
Title: Duly Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Serial No. / Filing Date	Registration No. / Registration Date	Status	Current Owner of Record
ALL THINGS CLOUD AND BEYOND.	United States (Federal)	SN: 86297441 / 02-Jun-2014	RN: 4667342 / 06-Jan-2015	Registered	NaviSite LLC
AMERICA'S JOB EXCHANGE (Stylized) and Design 	United States (Federal)	SN: 87850617 / 26-Mar-2018	RN: 5595643 / 30-Oct-2018	Registered	NaviSite LLC
AMERICA'S JOB EXCHANGE (Stylized) and Design 	United States (Federal)	SN: 77152751 / 10-Apr-2007	RN: 3403811 / 25-Mar-2008	Registered — Supplementa l Register	NaviSite LLC
CONTENTXPRESS (Stylized)	United States (Federal)	SN: 76575403 / 13-Feb-2004	RN: 2960658 / 07-Jun-2005	Registered	Alabanza LLC
DBXPRESS (Stylized)	United States (Federal)	SN: 76575405 / 13-Feb-2004	RN: 2960660 / 07-Jun-2005	Registered	Alabanza LLC
NAVICLOUD	United States (Federal)	SN: 77822384 / 09-Sep-2009	RN: 3833961 / 17-Aug-2010	Registered	NaviSite LLC
NAVICLOUD DIRECTOR	United States (Federal)	SN: 86172751 / 23-Jan-2014	RN: 4588686 / 19-Aug-2014	Registered	NaviSite LLC
NAVISITE	United States (Federal)	SN: 75629506 / 28-Jan-1999	RN: 2445562 / 24-Apr-2001	Registered	NaviSite LLC

Mark	Jurisdiction	Serial No. / Filing Date	Registration No. / Registration Date	Status	Current Owner of Record
NAVISITE	United States (Federal)	SN: 75471414 / 17-Apr-1998	RN: 2470821 / 24-Jul-2001	Registered	NaviSite LLC
NAVISITE (Stylized) Navisite	United States (Federal)	SN: 87308555 / 20-Jan-2017	RN: 5410326 / 27-Feb-2018	Registered	NaviSite LLC
NAVISITE and Design NaviSite	United States (Federal)	SN: 77843513 / 07-Oct-2009	RN: 3852534 / 28-Sep-2010	Registered	NaviSite LLC
NAVISITE and Design 	United States (Federal)	SN: 75455179 / 23-Mar-1998	RN: 2256916 / 29-Jun-1999	Registered	NaviSite LLC
SITEXPRESS	United States (Federal)	SN: 76574373 / 06-Feb-2004	RN: 3013667 / 08-Nov-2005	Registered	Alabanza LLC
CARTEXPRESS	United States (Federal)	SN: 76575404 / 13-Feb-2004	RN: 2960659 / 07-Jun-2005	Registered	Alabanza LLC
NAVISITE	Benelux	AN: 01293172 / 22-JUL-2014	RN: 0964140 / 22-Oct-2014	Registered	NaviSite LLC
COLO 2.0	Canada	AN: 1514842 / 10-Feb-2011	RN: TMA846544 / 19-Mar-2013	Registered	NaviSite LLC
NAVICLOUD	Canada	AN: 1468471 / 04-Feb-2010	RN: TMA807725 / 27-Sep-2011	Registered	NaviSite LLC
NAVICLOUD DIRECTOR	Canada	AN: 1686583 / 23-Jul-2014	RN: TMA924024 / 18-Dec-2015	Registered	NaviSite LLC
NAVISITE	Canada	AN: 1005557 / 17-Feb-1999	RN: TMA565234 / 25-Jul-2002	Registered	NaviSite LLC

Mark	Jurisdiction	Serial No. / Filing Date	Registration No. / Registration Date	Status	Current Owner of Record
NAVISITE and Design 	Canada	AN: 1468472 / 04-Feb-2010	RN: TMA807726 / 27-Sep-2011	Registered	NaviSite LLC
NAVISITE and Design 	Canada	AN: 1832676 / 13-Apr-2017	RN: TMA1020008 / 25-Apr-2019	Registered	NaviSite LLC
NAVICLOUD	EUTM	AN: 013104658 / 22-Jul-2014	RN: 013104658 / 15-Dec-2014	Registered	NaviSite LLC
NAVICLOUD DIRECTOR	EUTM	AN: 013104691 / 22-Jul-2014	RN: 013104691 / 13-Dec-2014	Registered	NaviSite LLC
NAVISITE	EUTM	AN: 013104625 / 22-Jul-2014	RN: 013104625 / 16-Dec-2014	Registered	NaviSite LLC
NAVISITE	Germany	AN: 3020140538350 / 24-Jul-2014	RN: 302014053835 / 13-Jan-2015	Registered	NaviSite LLC
NAVICLOUD	India	AN: 1926550 / 23-Feb-2010	RN: 1008023 / 02-May-2011	Registered	NaviSite LLC
NAVISITE	India	AN: 1926551 / 23-Feb-2010	RN: 1212810 / 29-May-2015	Registered	NaviSite LLC
Naviite and Design 	India (WIPO)	AN: 3711317 (IR 1381051) / 13-Apr-2017		Accepted and Advertised	NaviSite, Inc. ¹
COLO 2.0	United Kingdom	AN: 2572371 / 16-Feb-2011	RN: 2572371 / 09-Sep-2011	Registered	NaviSite LLC
NAVISITE and Design 	United Kingdom	AN: 2538186 / 05-Feb-2010	RN: 2538186 / 06-Aug-2010	Registered	NaviSite LLC

¹ To be updated to NaviSite LLC.

Mark	Jurisdiction	Serial No. / Filing Date	Registration No. / Registration Date	Status	Current Owner of Record
Navisite and Design Navisite	WIPO (International Register) Benelux EUTM Germany India United Kingdom		RN: 1381051 IR: A0066308 / 13-Apr-2017	Registered	NaviSite, Inc. ²
Navisite and Design Navisite	Benelux (WIPO)		RN: 1381051 / 13-Apr-2017	Registered	NaviSite, Inc. ²
Navisite and Design Navisite	EUTM (WIPO)		RN: 1381051 / 13-Apr-2017	Registered	NaviSite, Inc. ²
Navisite and Design Navisite	Germany (WIPO)		RN: 1381051 / 13-Apr-2017	Registered	NaviSite, Inc. ²
Navisite and Design Navisite	United Kingdom (WIPO)		RN: 1381051 / 13-Apr-2017	Registered	NaviSite, Inc. ²
ALABANZA	Europe		RN: 003419983 / 15-Jun-2007	Registered	Alabanza Corporation ³
ALABANZA	Mexico		RN: 814749 / 25-Nov-2003	Registered	Alabanza Corporation ³

² To be updated to NaviSite LLC.

³ To be updated to Alabanza LLC.