

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM578876

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WATCHGUARD TECHNOLOGIES, INC.		06/01/2020	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS BANK USA		
<b>Street Address:</b>	2001 Ross Avenue, Suite 2800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Chartered Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 30</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2194957	WATCHGUARD	
<b>Registration Number:</b>	2279763	WATCHGUARD	
<b>Registration Number:</b>	2511322	FIREBOX	
<b>Registration Number:</b>	2538538	LIVESECURITY	
<b>Registration Number:</b>	3066639	FIREWARE	
<b>Registration Number:</b>	3705818	WATCHGUARD	
<b>Registration Number:</b>	3722834	WATCHGUARD	
<b>Registration Number:</b>	3760638	W'ATCHGUARD	
<b>Registration Number:</b>	4622132	WATCHGUARD DIMENSION	
<b>Registration Number:</b>	4622133	WATCHGUARD DIMENSION	
<b>Registration Number:</b>	4642161		
<b>Registration Number:</b>	4733315	DATABLINK	
<b>Registration Number:</b>	4874279	UNIQUELY SIMPLE. POWERFULLY SECURE.	
<b>Registration Number:</b>	5051103	FIRECLIENT	
<b>Registration Number:</b>	5133097	SECPLICITY	
<b>Registration Number:</b>	5265456	OUR SECURITY, DELIVERED YOUR WAY	
<b>Registration Number:</b>	5453975	STRONGARM	
<b>Registration Number:</b>	5629254	AUTHPOINT	
<b>Registration Number:</b>	5639414	AUTHPOINT	
<b>TRADEMARK</b>			

CH \$765.00 2194957

Property Type	Number	Word Mark
Registration Number:	5729056	DNSWATCH
Registration Number:	5752383	DNSWATCH
Registration Number:	5898044	W
Registration Number:	5898045	W
Registration Number:	5898047	WATCHGUARD
Registration Number:	5898048	WATCHGUARD
Registration Number:	5898046	WATCHGUARD
Registration Number:	5898049	WATCHGUARD
Registration Number:	5950122	THREATSYNC
Serial Number:	88882411	FIREBOX
Serial Number:	88882441	FIREBOX

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** erobinson@huntonak.com

**Correspondent Name:** Erika Robinson

**Address Line 1:** 600 Peachtree Street, N.E., Suite 4100

**Address Line 2:** c/o Hunton Andrews Kurth LLP

**Address Line 4:** Atlanta, GEORGIA 30308

<b>NAME OF SUBMITTER:</b>	Erika Robinson
<b>SIGNATURE:</b>	/ErikaRobinson/
<b>DATE SIGNED:</b>	06/01/2020

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 1, 2020 (this “**Agreement**”), is made by **WATCHGUARD TECHNOLOGIES, INC.**, a Washington corporation (“**Grantor**”), in favor of **GOLDMAN SACHS BANK USA**, as the collateral agent for the Secured Parties (in such capacity and together with its successors and assigns, the “**Collateral Agent**”).

**WHEREAS**, Grantor is party to the Security Agreement, dated as of June 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement; and

**WHEREAS**, pursuant to the Security Agreement, Grantor agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them (including by reference) in the Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, Grantor hereby grants and pledges to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, whether registered or unregistered (including, without limitation, those set forth on Schedule A annexed hereto), and all renewals and extensions thereof and all rights corresponding thereto;
- (ii) all goodwill of Grantor’s business connected with the use of and symbolized by any of the foregoing;
- (iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment of any of the foregoing; and
- (iv) all Proceeds and Accessions with respect to any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” trademark or service mark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and 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, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Grantor authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office to record this Agreement.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and conditions of which are hereby incorporated by reference 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.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR TRADEMARK COLLATERAL.

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 for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

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

WATCHGUARD TECHNOLOGIES, INC.,  
a Washington corporation

By:   
Name: Prakash Panjwani  
Title: Chief Executive Officer

Accepted and Agreed:






**GOLDMAN SACHS BANK USA,**  
as the Collateral Agent




By: Justin Beten *JB*  
Name: Justin Beten  
Title: Authorized Signatory

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademark Registrations:**

<u>Grantor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
WatchGuard Technologies, Inc.	WATCHGUARD	2194957	October 13, 1998
WatchGuard Technologies, Inc.	WATCHGUARD	2279763	September 21, 1999
WatchGuard Technologies, Inc.	FIREBOX	2511322	November 27, 2001
WatchGuard Technologies, Inc.	LIVESECURITY	2538538	February 12, 2002
WatchGuard Technologies, Inc.	FIREWARE	3066639	March 7, 2006
WatchGuard Technologies, Inc.	WATCHGUARD 	3705818	November 3, 2009
WatchGuard Technologies, Inc.	WATCHGUARD 	3722834	December 8, 2009
WatchGuard Technologies, Inc.	W'ATCHGUARD 	3760638	March 16, 2010
WatchGuard Technologies, Inc.	WATCHGUARD DIMENSION	4622132	October 14, 2014
WatchGuard Technologies, Inc.	WATCHGUARD DIMENSION	4622133	October 14, 2014
WatchGuard Technologies, Inc.	<i>Design Only</i> 	4642161	November 18, 2014
Datablink, Inc.	DATABLINK	4733315	May 5, 2015
Datablink, Inc.	UNIQUELY SIMPLE. POWERFULLY SECURE.	4874279	December 22, 2015
WatchGuard Technologies, Inc.	FIRECLIENT	5051103	September 27, 2016
WatchGuard Technologies, Inc.	SECPLICITY	5133097	January 31, 2017
WatchGuard Technologies, Inc.	OUR SECURITY, DELIVERED YOUR WAY	5265456	August 15, 2017
WatchGuard Technologies, Inc.	STRONGARM	5453975	April 24, 2018
WatchGuard Technologies, Inc.	AUTHPOINT	5629254	December 11, 2018
WatchGuard Technologies, Inc.	AUTHPOINT	5639414	December 25, 2018
WatchGuard Technologies, Inc.	DNSWATCH	5729056	April 16, 2019
WatchGuard Technologies, Inc.	DNSWATCH	5752383	May 14, 2019
WatchGuard Technologies, Inc.	W 	5898044	October 29, 2019
WatchGuard Technologies, Inc.	W	5898045	October 29, 2019

			
WatchGuard Technologies, Inc.	WATCHGUARD 	5898047	October 29, 2019
WatchGuard Technologies, Inc.	WATCHGUARD	5898048	October 29, 2019
WatchGuard Technologies, Inc.	WATCHGUARD 	5898046	October 29, 2019
WatchGuard Technologies, Inc.	WATCHGUARD	5898049	October 29, 2019
WatchGuard Technologies, Inc.	THREATSYNC	5950122	December 31, 2019

**Trademark Applications:**

<u>Grantor</u>	<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
WatchGuard Technologies, Inc.	<u>FIREBOX</u>	88/882411	April 22, 2020
WatchGuard Technologies, Inc.	FIREBOX	88/882441	April 22, 2020