

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REALDEFENSE, LLC		06/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CORBEL STRUCTURED EQUITY PARTNERS, L.P.		
Street Address:	11777 San Vicente Blvd, Suite 777		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90049		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Serial Number:	88814536	USTECHSUPPORT	
Serial Number:	88613720	VIRUSFIX	
Registration Number:	6013406	WARRANTYSTAR	
Registration Number:	5772743	MYCLEANID	
Registration Number:	4348265	US TECH SUPPORT	
Registration Number:	4569697	SPEED COUNTS	
Registration Number:	4602417	CLEANER MEANS FASTER	
Registration Number:	3952243	MYCLEANPC	
Registration Number:	4146564	I	
Registration Number:	3137246		
Registration Number:	2549676	I	
Registration Number:	4032783	CRUDD REMOVER	
Registration Number:	2807366	DRIVESCRUBBER	
Registration Number:	2711247	INCINERATOR	
Registration Number:	2549694	IOLO	
Registration Number:	2510042	MACRO MAGIC	
Registration Number:	3191652	NETBOOSTER	
Registration Number:	3544459	PC TOTALCARE	
Registration Number:	4110517	PROGRAM ACCELERATOR	
TRADEMARK			

CH \$690.00 88814536

Property Type	Number	Word Mark
Registration Number:	2515068	SYSTEM MECHANIC
Registration Number:	3129248	SYSTEM MECHANIC PROFESSIONAL
Registration Number:	2767993	SYSTEM SHIELD
Registration Number:	3632125	TOTALCARE
Registration Number:	4130030	WHOLE HOME LICENSE
Serial Number:	88490421	SYSTEM MECHANIC ULTIMATE DEFENSE
Serial Number:	88770941	PRIVACY GUARDIAN
Registration Number:	4459652	WINSPRESO

CORRESPONDENCE DATA

Fax Number: 9497254100
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: 9497254043
Email: amina@sycr.com
Correspondent Name: Arnold V. Mina
Address Line 1: Stradling Yocca Carlson & Rauth, P.C.
Address Line 2: 660 NEWPORT CENTER DRIVE, SUITE 1600
Address Line 4: Newport Beach, CALIFORNIA 92660

ATTORNEY DOCKET NUMBER:	103864-0003
NAME OF SUBMITTER:	Arnold Mina
SIGNATURE:	/Arnold Mina/
DATE SIGNED:	06/30/2020

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) is made this 30th day of June, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and Corbel Structured Equity Partners, L.P., in its capacity as the administrative agent (the “*Agent*”) on behalf of itself, the Lenders (as defined in the Credit Agreement), and the other Secured Parties (as defined in the Credit Agreement).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 30, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”) by and among RealDefense LLC, a Delaware limited liability company (“*Company*”), and one or more additional direct or indirect Subsidiaries of Parent, hereafter acquired or formed, which become party to the Credit Agreement by executing an Addendum (Company, and such other Subsidiaries are sometimes individually referred to herein as an “*Borrower*” and collectively referred to herein as “*Borrowers*” or “*Borrower*”) and Agent, Agent and the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lenders and on behalf of itself and the other Secured Parties, that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders and on behalf of itself and the other Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lenders and on behalf of itself and the other Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “*Security Interest*”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Trademark Collateral*”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent with respect to any such new trademarks in accordance with the terms of the Security Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

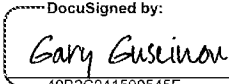
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

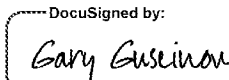
REALDEFENSE LLC

By: REALDEFENSE HOLDINGS LLC
Manager

By: 

40B2C041500545E...
Gary Guseinov
Chief Executive Officer

REALDEFENSE HOLDINGS LLC

By: 

40B2C041500545E...
Gary Guseinov
Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

CORBEL STRUCTURED EQUITY PARTNERS, L.P..

By: Corbel Capital Advisors, LLC
Its: General Partner

By: Corbel Management, LLC
Its: Manager

By: _____
Name: Jeffrey B. Schwartz
Title: Manager

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

REALDEFENSE LLC

By: REALDEFENSE HOLDINGS LLC
Manager

By: _____
Gary Guseinov
Chief Executive Officer

REALDEFENSE HOLDINGS LLC

By: _____
Gary Guseinov
Chief Executive Officer

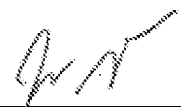
ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**CORBEL STRUCTURED EQUITY PARTNERS,
L.P.,**
as Agent

By: Corbel Capital Advisors, LLC,
Its: General Partner

By: Corbel Management, LLC
Its: Manager

By: 
Name: Jeffrey B. Schwartz
Title: Manager


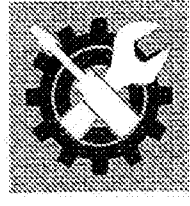
[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

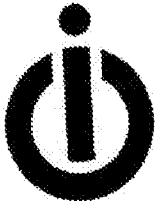
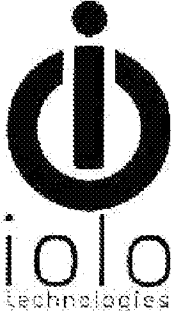
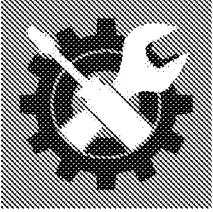
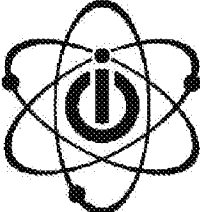
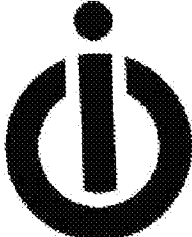
Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
RealDefense LLC	U.S.	USTECHSUPPORT [Standard Character Mark]	88814536 (Serial Number)	February 28, 2020
RealDefense LLC	U.S.	VIRUSFIX [Standard Character Mark]	88613720 (Serial Number)	September 12, 2019
RealDefense LLC	U.S.	WARRANTYSTAR [Standard Character Mark]	6013406	August 22, 2019
RealDefense Holdings LLC	U.S.	MYCLEANID [Standard Character Mark]	5772743	March 9, 2018
RealDefense LLC	U.S.	US TECH SUPPORT [Standard Character Mark]	4348265	March 16, 2012
RealDefense LLC	U.S.	SPEEDCOUNTS [Standard Character Mark]	4569697	June 19, 2013
RealDefense LLC	U.S.	CLEANER MEANS FASTER [Standard Character Mark]	4602417	April 25, 2013
RealDefense LLC	U.S.	MYCLEANPC [Standard Character Mark]	3952243	March 17, 2010


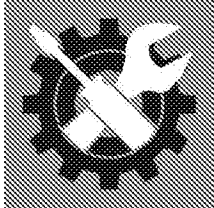



Current Trademark Registrations of iolo technologies, LLC (to be transferred to RealDefense LLC at Closing)

Country	Title	Application No./ Registration No.	Issue Date
Brazil		Application No. 840338309 Registration No. 840338309	Sept 22, 2015
Brazil		Application No. 840338341 Registration No. 840338341	Sept 22, 2015

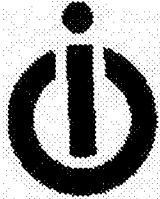
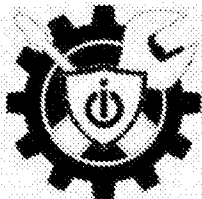
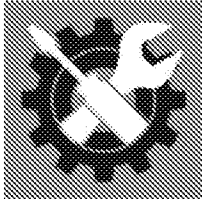

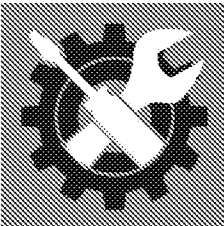
Current Trademark Registrations of iolo technologies, LLC (to be transferred to RealDefense LLC at Closing)

Country	Title	Application No./ Registration No.	Issue Date
Brazil		Application No. 840338368 Registration No. 840338368	Sept 22, 2015
Community Trademarks		Application No. 9246406 Registration No. 9246406	Dec 27, 2010 ¹
Community Trademarks		Application No. 9246431 Registration No. 9246431	Dec 27, 2010
Community Trademarks		Application No. 9246885 Registration No. 9246885	Dec 27, 2010 ¹
Community Trademarks		Application No. 9246398 Registration No. 9246398	Feb 7, 2013


Current Trademark Registrations of iolo technologies, LLC (to be transferred to RealDefense LLC at Closing)

Country	Title	Application No./ Registration No.	Issue Date
China		Application No. 11987607 Registration No. 11987607	Jun 21, 2014
China		Application No. 11987608 Registration No. 11987608	Jun 21, 2014
Japan		Application No. 2013005475 Registration No. 5594594	Jun 28, 2013
Japan		Application No. 2013005474 Registration No. 5594593	Jun 28, 2013
Japan		Application No. 2013005473 Registration No. 5594592	Jun 28, 2013

Current Trademark Registrations of iolo technologies, LLC (to be transferred to RealDefense LLC at Closing)

Country	Title	Application No./ Registration No.	Issue Date
South Korea		Application No. 40-2012-0071469 Registration No. 401024958	Feb 28, 2014
South Korea		Application No. 40-2012-0071471 Registration No. 4010341110000	Apr 23, 2014
South Korea		Application No. 40-2012-0071470 Registration No. 4010204170000	Feb 3, 2014
United States		Application No. 85/434191 Registration No. 4146564	May 22, 2012
United States		Application No. 78/633564 Registration No. 3137246	Aug 29, 2006

Current Trademark Registrations of iolo technologies, LLC (to be transferred to RealDefense LLC at Closing)

Country	Title	Application No./ Registration No.	Issue Date
United States		Application No. 76/194377 Registration No. 2549676	Mar 19, 2002
United States	CRUDD REMOVER	Application No. 85/196574 Registration No. 4032783	Sep 27, 2011
United States	DRIVESCUBBER	Application No. 76/472267 Registration No. 2807366	Jan 20, 2004
United States	INCINERATOR	Application No. 76/426514 Registration No. 2711247	Apr 29, 2003
Brazil	IOLO	Application No. 840338473 Registration No. 840338473	Sep 22, 2015
Community Trademarks	IOLO	Application No. 4870721 Registration No. 4870721	Feb 16, 2007

Current Trademark Registrations of iolo technologies, LLC (to be transferred to RealDefense LLC at Closing)

Country	Title	Application No./ Registration No.	Issue Date
China	IOLO	Application No. 11987604 Registration No. 11987604	Jun 21, 2014
Japan	IOLO	Application No. 2013005471 Registration No. 5594590	Jun 28, 2013
South Korea	IOLO	Application No. 40-2012-0071467 Registration No. 401028970	Mar 24, 2014
United States	IOLO	Application No. 76/201659 Registration No. 2549694	Mar 19, 2002
United States	MACRO MAGIC	Application No. 76/194375 Registration No. 2510042	Nov 20, 2001
United States	NETBOOSTER	Application No. 78/666367 Registration No. 3191652	Jan 2, 2007


Current Trademark Registrations of iolo technologies, LLC (to be transferred to RealDefense LLC at Closing)

Country	Title	Application No./ Registration No.	Issue Date
United States	PC TOTALCARE	Application No. 77/236923 Registration No. 3544459	Dec 9, 2008
United States	PROGRAM ACCELERATOR	Application No. 85/433985 Registration No. 4110517	Mar 6, 2012
Community Trademarks	STAY TUNED	Application No. 9245812 Registration No. 9245812	Dec 27, 2010 ¹
Community Trademarks	SYSTEM MECHANIC	Application No. 9245531 Registration No. 9245531	Dec 27, 2010
Japan	SYSTEM MECHANIC	Application No. 2013005472 Registration No. 5594591	Jun 28, 2013
South Korea	SYSTEM MECHANIC	Application No. 40-2012-0071468 Registration No. 400993765	Sep 9, 2013
United States	SYSTEM MECHANIC	Application No. 76/194378 Registration No. 2515068	Dec 4, 2001

Current Trademark Registrations of iolo technologies, LLC (to be transferred to RealDefense LLC at Closing)

Country	Title	Application No./ Registration No.	Issue Date
Community Trademarks	SYSTEM MECHANIC PROFESSIONAL	Application No. 9245408 Registration No. 9245408	Dec 27, 2010
United States	SYSTEM MECHANIC PROFESSIONAL	Application No. 78/666393 Registration No. 3129248	Aug 15, 2006
Community Trademarks	SYSTEM SHIELD	Application No. 9245911 Registration No. 9245911	Dec 27, 2010
United States	SYSTEM SHIELD	Application No. 76/426199 Registration No. 2767993	Sep 23, 2003
United States	TOTALCARE	Application No. 77/236932 Registration No. 3632125	Jun 2, 2009
United States	WHOLE HOME LICENSE	Application No. 85/433949 Registration No. 4130030	Apr 17, 2012

Current Trademark Registrations of iolo technologies, LLC (to be transferred to RealDefense LLC at Closing)

Country	Title	Application No./ Registration No.	Issue Date
United States		Application No. 88490421	
United States	PRIVACY GUARDIAN	Application No. 88770941	
United States	WINSPRESSO	Registration No. 4459652	December 31, 2013