

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM586163

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900556599

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REALDEFENSE HOLDINGS LLC		06/30/2020	Limited Liability Company: DELAWARE
REALDEFENSE LLC		06/30/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	SUNFLOWER BANK, N.A.
<b>Street Address:</b>	5299 DTC Blvd.,
<b>Internal Address:</b>	Suite 1050
<b>City:</b>	Greenwood Village
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80111
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
<b>Serial Number:</b>	88814536	USTECHSUPPORT
<b>Serial Number:</b>	88613720	VIRUSFIX
<b>Registration Number:</b>	6013406	WARRANTYSTAR
<b>Registration Number:</b>	5772743	MYCLEANID
<b>Registration Number:</b>	4348265	US TECH SUPPORT
<b>Registration Number:</b>	4569697	SPEED COUNTS
<b>Registration Number:</b>	4602417	CLEANER MEANS FASTER
<b>Registration Number:</b>	3952243	MYCLEANPC
<b>Registration Number:</b>	4146564	I
<b>Registration Number:</b>	3137246	
<b>Registration Number:</b>	2549676	I
<b>Registration Number:</b>	4032783	CRUDD REMOVER
<b>Registration Number:</b>	2807366	DRIVESCRUBBER
<b>Registration Number:</b>	2711247	INCINERATOR
<b>Registration Number:</b>	2549694	IOLO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2510042	MACRO MAGIC
Registration Number:	3191652	NETBOOSTER
Registration Number:	3544459	PC TOTALCARE
Registration Number:	4110517	PROGRAM ACCELERATOR
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	WINSPRESSO

**CORRESPONDENCE DATA**

**Fax Number:** 3032924510

*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:** 3032911641

**Email:** karin.tupper@moyewhite.com

**Correspondent Name:** Karin Tupper

**Address Line 1:** 1400 16th Street, 6th Floor

**Address Line 4:** Denver, COLORADO 80202

**ATTORNEY DOCKET NUMBER:** 15702-6

**NAME OF SUBMITTER:** Karin Tupper

**SIGNATURE:** /Karin Tupper/

**DATE SIGNED:** 07/13/2020

**Total Attachments: 13**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 30<sup>th</sup> day of June, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and Sunflower Bank, N.A. ("*Lender*") on behalf of itself and the other Secured Parties.

### 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 Lender, Lender agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is 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 Lender, 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 Lender, 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 Lender, 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 Lender, 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 Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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 Lender 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 Lender 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 Lender'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.

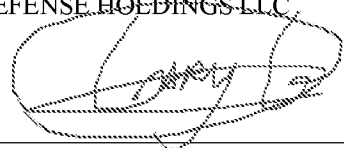
[SIGNATURE PAGE FOLLOWS]

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: \_\_\_\_\_  
Gary Guseinov  
Chief Executive Officer

**REALDEFENSE HOLDINGS LLC**



By: \_\_\_\_\_  
Gary Guseinov  
Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

**LENDER:**

**SUNFLOWER BANK, N.A.**

By: \_\_\_\_\_  
Name: David Harper  
Title: Managing Director

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:

**LENDER:**

**SUNFLOWER BANK, N.A.**


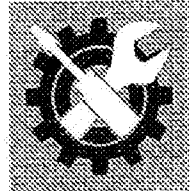
By:   
Name: David Harper  
Title: Managing Director

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

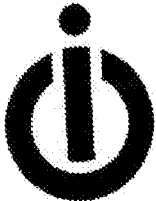
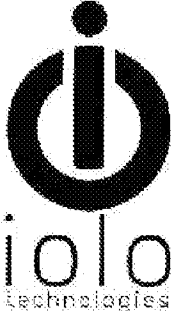
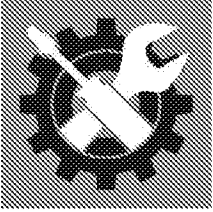
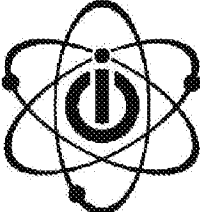
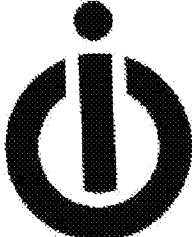
**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
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)**


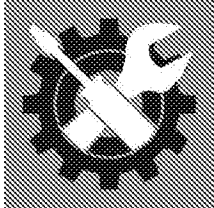



<b>Country</b>	<b>Title</b>	<b>Application No./ Registration No.</b>	<b>Issue Date</b>
Brazil		Application No. 840338309  Registration No. 840338309	Sept 22, 2015
Brazil		Application No. 840338341  Registration No. 840338341	Sept 22, 2015

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


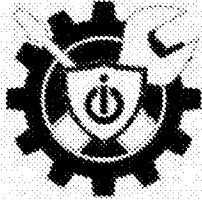
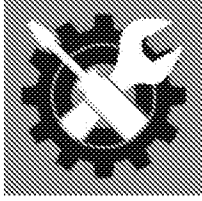


Country	Title	Application No./ Registration No.	Issue Date
Brazil		Application No. 840338368  Registration No. 840338368	Sept 22, 2015
Community Trademarks		Application No. 9246406  Registration No. 9246406	Dec 27, 2010 <sup>1</sup>
Community Trademarks		Application No. 9246431  Registration No. 9246431	Dec 27, 2010
Community Trademarks		Application No. 9246885  Registration No. 9246885	Dec 27, 2010 <sup>1</sup>
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)**

<b>Country</b>	<b>Title</b>	<b>Application No./ Registration No.</b>	<b>Issue Date</b>
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)**

<b>Country</b>	<b>Title</b>	<b>Application No./ Registration No.</b>	<b>Issue Date</b>
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 <sup>1</sup>
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)**

<b>Country</b>	<b>Title</b>	<b>Application No./ Registration No.</b>	<b>Issue Date</b>
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