

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CodeGuard, Inc.		09/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Crescent Agency Services LLC, as Collateral Agent		
Street Address:	100 Federal Street		
Internal Address:	31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4143588	CODEGUARD	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			
Phone:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	885 THIRD AVE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	065093-0006		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	09/30/2020		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of September 30, 2020, by and among CodeGuard, Inc. and Sectigo Limited (each a “Grantor” and, collectively, the “Grantors”) and Crescent Agency Services LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, The Grantors are party to that certain Pledge and Security Agreement, dated as of September 30, 2020 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by each Grantor and pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agree with the Collateral 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 in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by or exclusively licensed to such Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”)

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by each Grantor to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that

any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

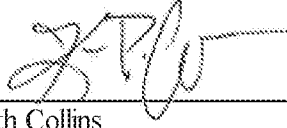
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CODEGUARD, INC.

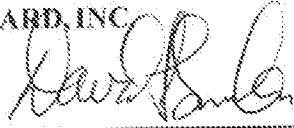
By: _____
Name: David Smolen
Title: Secretary

SECTIGO LIMITED

By:  _____
Name: Keith Collins
Title: Director

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

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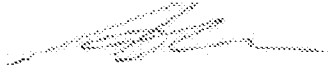
SECTIGO LIMITED

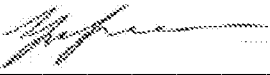
By: _____
Name: Keith Collins
Title: Director

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:


CRESCENT AGENCY SERVICES LLC,
as Collateral Agent


By: 
Name: Albert Lee
Title: Senior Vice President

By: 
Name: Yev Kuznetsov
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Owner/Grantor	Trademark Description	Registration, Application Number	Jurisdiction	Registration Date
CodeGuard, Inc.	CodeGuard	4143588	United States of America	5/15/2012
Sectigo Limited	CORNER OF TRUST	3830089	United States of America	8/10/2010
Sectigo Limited	ENTERPRISESSL	6096316	United States of America	7/7/2020
Sectigo Limited	ID AUTHORITY	3643066	United States of America	6/23/2009
Sectigo Limited	INSTANTSSL	5000442	United States of America	7/12/2016
Sectigo Limited	PAINLESS PCI	3582923	United States of America	3/3/2009
Sectigo Limited	POINT TO VERIFY	3629706	United States of America	6/2/2009
Sectigo Limited	POSITIVESSL	6096318	United States of America	7/7/2020
Sectigo Limited		5918108	United States of America	11/26/2019
Sectigo Limited	SECTIGO	5911976	United States of America	11/19/2019
Sectigo Limited	SECTIGO	5911975	United States of America	11/19/2019
Sectigo Limited	SECTIGO	591144974	United States of America	12/24/2019

Owner/Grantor	Trademark Description	Registration, Application Number	Jurisdiction	Registration Date
Sectigo Limited		5912262	United States of America	11/19/2019
Sectigo Limited	TRUSTLOGO	3625616	United States of America	5/26/2009
Sectigo Limited	TRUSTLOGO	3762853	United States of America	3/23/2010