

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM604745

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Autotask Corporation		10/23/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as Administrative Agent		
<b>Street Address:</b>	1300 Thames Street, 4th Floor, Thames Street Wharf		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21231		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3253109	AUTOTASK	
<b>Registration Number:</b>	3253110	AUTOTASK	
<b>Registration Number:</b>	5239616	AUTOTASK ENDPOINT MANAGEMENT	
<b>Registration Number:</b>	5016222	AUTOTASK WORKPLACE	
<b>Registration Number:</b>	5100189	METRICS THAT MATTER	
<b>Registration Number:</b>	3244106	SOONR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	042742-0167		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	10/23/2020		
<b>Total Attachments: 6</b>			

OP \$165.00 3253109

source=Datto - Trademark Security Agreement Executed#page1.tif  
source=Datto - Trademark Security Agreement Executed#page2.tif  
source=Datto - Trademark Security Agreement Executed#page3.tif  
source=Datto - Trademark Security Agreement Executed#page4.tif  
source=Datto - Trademark Security Agreement Executed#page5.tif  
source=Datto - Trademark Security Agreement Executed#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of October 23, 2020, is made by each of the signatories hereto indicated as a "Grantor" (collectively, the "Grantors" and each, a "Grantor") and Morgan Stanley Senior Funding, Inc., in its capacity as administrative agent (the "Administrative Agent") for the Secured Parties under and as defined in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 23, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Datto, Inc., a Delaware corporation (the "Borrower"), Merritt Holdco, Inc., a Delaware corporation, the other loan parties from time to time party thereto, the lenders from time to time party thereto ("Lenders"), the issuing banks from time to time party thereto and the Administrative Agent, Lenders agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in order to induce the Lenders to enter into the Credit Agreement and to extend credit to the Borrower, each Grantor entered into the Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement") 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 Administrative Agent to enter into the Credit Agreement, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

- a. all trademarks (including service marks), trade names, trade dress and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including, without limitation, those referred to on Schedule 1 hereto ("Trademarks"), provided that no security interest shall be granted in any intent-to-use Trademark application unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.);
- b. all renewals of the foregoing;
- c. all income, royalties, damages and proceeds now or hereafter due or payable with respect to any of the foregoing, including damages, claims and payments for past and future infringements thereof;

d. all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

e. all rights corresponding to any of the foregoing throughout the world.

Section 3. Security Agreement. The security interest granted in connection with this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by fax or electronic mail transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

**AUTOTASK CORPORATION**, a Delaware corporation, as a Grantor

By: Timothy Weller  
Name: Timothy Weller  
Title: Chief Executive Officer

**BACKUPIFY, INC.**, a Delaware corporation, as a Grantor

By: Timothy Weller  
Name: Timothy Weller  
Title: Chief Executive Officer

**DATTO, INC.**, a Delaware corporation, as a Grantor

By: Timothy Weller  
Name: Timothy Weller  
Title: Chief Executive Officer

**OPEN MESH, INC.**, an Oregon corporation, as a Grantor

By: Timothy Weller  
Name: Timothy Weller  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007084 FRAME: 0838**


Accepted and Agreed:



**MORGAN STANLEY SENIOR FUNDING, INC.**  
as Administrative Agent

By:   
Name: BRIAN SANDERSON  
Title: AUTHORIZED SIGNATORY

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Grantor
AUTOTASK	US	78768189 12/7/2005	3253109 6/19/2007	Registered	Autotask Corporation
AUTOTASK	US	78768209 12/7/2005	3253110 6/19/2007	Registered	Autotask Corporation
AUTOTASK ENDPOINT MANAGEMENT	US	87061130 6/6/2016	5239616 7/11/2017	Registered	Autotask Corporation
AUTOTASK WORKPLACE	US	86765644 9/23/2015	5016222 8/9/2016	Registered	Autotask Corporation
METRICS THAT MATTER	US	87022555 5/3/2016	5100189 12/13/2016	Registered	Autotask Corporation
SOONR	US	78782592 12/29/2005	3244106 5/22/2007	Registered	Autotask Corporation
BACKUPIFY	US	85267548 3/15/2011	4059291 11/22/2011	Registered	Backupify, Inc.
BACKUPIFY	US	85267560 3/15/2011	4059292 11/22/2011	Registered	Backupify, Inc.
DATTO	US	85875004 3/13/2013	4403443 9/17/2013	Registered	Datto, Inc.
DATTO ACADEMY	US	85875119 3/13/2013	4403445 9/17/2013	Registered	Datto, Inc.
DATTO ALTO	US	85831442 1/24/2013	4507394 4/1/2014	Registered	Datto, Inc.
INTELLIGENT BUSINESS CONTINUITY	US	85875061 3/13/2013	4403444 9/17/2013	Registered	Datto, Inc.
IRIS AND DESIGN 	US	86975012 10/31/2013	4679162 1/27/2015	Registered	Datto, Inc.
CLOUDTRAX	US	86617580 5/1/2015	5037434 9/6/2016	Registered	Open Mesh, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Grantor
OM 	US	87011473 4/22/2016	6053565 5/12/2020	Registered	Open Mesh, Inc.
OM 	US	87011480 4/22/2016	6053566 5/12/2020	Registered	Open Mesh, Inc.