

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Centrify Corporation		03/02/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Collateral Agent		
Street Address:	150 S Wacker Drive, Ste. 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3897790	DIRECTSECURE	
Registration Number:	3812766	DIRECTAUDIT	
Registration Number:	3158199	CENTRIFY	
Registration Number:	3917699	DIRECTAUTHORIZE	
Registration Number:	3998783	DIRECTCONTROL EXPRESS	
Registration Number:	4706545	CENTRIFY USER SUITE	
Registration Number:	4706546	CENTRIFY SERVER SUITE	
Registration Number:	4706547	CENTRIFY FOR MOBILE	
Registration Number:	4604865	CENTRIFY FOR SAAS	
Registration Number:	4730073	DIRECTMANAGE	
Registration Number:	4706548	CENTRIFY SUITE	
Registration Number:	4706549	CENTRIFY EXPRESS	
Registration Number:	4706550	DIRECTMANAGE EXPRESS	
Registration Number:	4991222	CENTRIFY IDENTITY SERVICE	
Registration Number:	5196106	CENTRIFY PRIVILEGE SERVICE	
Registration Number:	5476525	THE BREACH STOPS HERE	
Registration Number:	5476524	NEXT DIMENSION SECURITY	
Registration Number:	6025913	ZERO TRUST PRIVILEGE	

CH \$465.00 3897790

CORRESPONDENCE DATA**Fax Number:** 6175269899*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:** 6175269628**Email:** cslattery@proskauer.com**Correspondent Name:** Christine Slattery**Address Line 1:** Proskauer Rose LLP**Address Line 2:** One International Place, 23rd Floor**Address Line 4:** Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	38263 / 028
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	03/02/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of March 2, 2021, by and among CENTRIFY CORPORATION, a Delaware corporation (“Grantor”) and GOLUB CAPITAL MARKETS 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, Grantor is party to that certain Pledge and Security Agreement, dated as of March 2, 2021 (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 Grantor granted to the Secured Parties a security interest in certain intellectual property rights owned by the Grantor and pursuant to which 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 Borrowers thereunder, Grantor hereby agrees 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. Grantor hereby pledges, assigns and grants to the Collateral Agent for itself and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under (a) all Trademarks owned by the 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) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including without limitation, royalties, income, payments, claims, damages and proceeds of suit, in each case excluding any Excluded Asset (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 the Grantor to the Collateral Agent in the Security Agreement. 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 to 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.

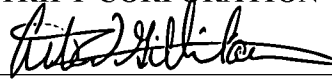
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed 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.

CENTRIFY CORPORATION

By: 

Name: Art Gilliland

Title: Chief Executive Officer

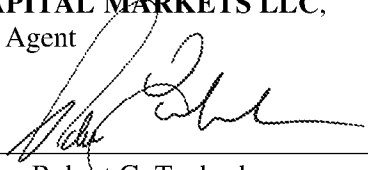
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007207 FRAME: 0636

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By: _____


Name: Robert.G. Tuchscherer
Title: Senior Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Owner/ Grantor	Trademark Name	Application No.	Filing Date	Registration No.	Registration Date
Centrify Corporation	DIRECTSECURE	77741646	20-May-2009	3897790	28-Dec-2010
Centrify Corporation	DIRECTAUDIT	77723452	27-Apr-2009	3812766	06-Jul-2010
Centrify Corporation	CENTRIFY	78755602	16-Nov-2005	3158199	17-Oct-2006
Centrify Corporation	DIRECTAUTHORIZE	77772912	01-Jul-2009	3917699	08-Feb-2011
Centrify Corporation	DIRECTCONTROL EXPRESS	77832609	22-Sep-2009	3998783	19-Jul-2011
Centrify Corporation	CENTRIFY USER SUITE	86180428	30-Jan-2014	4706545	24-Mar-2015
Centrify Corporation	CENTRIFY SERVER SUITE	86180435	30-Jan-2014	4706546	24-Mar-2015
Centrify Corporation	CENTRIFY FOR MOBILE	86180438	30-Jan-2014	4706547	24-Mar-2015
Centrify Corporation	CENTRIFY FOR SAAS	86180443	30-Jan-2014	4604865	16-Sep-2014
Centrify Corporation	DIRECTMANAGE	86180452	30-Jan-2014	4730073	05-May-2015
Centrify Corporation	CENTRIFY SUITE	86180455	30-Jan-2014	4706548	24-Mar-2015
Centrify Corporation	CENTRIFY EXPRESS	86180456	30-Jan-2014	4706549	24-Mar-2015
Centrify Corporation	DIRECTMANAGE EXPRESS	86180459	30-Jan-2014	4706550	24-Mar-2015
Centrify Corporation	CENTRIFY IDENTITY SERVICE	86588659	06-Apr-2015	4991222	05-Jul-2016
Centrify Corporation	CENTRIFY PRIVILEGE SERVICE	86588662	06-Apr-2015	5196106	02-May-2017
Centrify Corporation	THE BREACH STOPS HERE	87326016	06-Feb-2017	5476525	22-May-2018
Centrify Corporation	NEXT DIMENSION SECURITY	87326014	06-Feb-2017	5476524	22-May-2018
Centrify Corporation	ZERO TRUST PRIVILEGE	88517386	16-Jul-2019	6025913	31-Mar-2020