

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THYCOTIC SOFTWARE, LLC		04/13/2021	Limited Liability Company: 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: 11			
Property Type	Number	Word Mark	
Serial Number:	88937674	THYCOTIC IDENTITY BRIDGE	
Serial Number:	88855887	THYCOTIC REMOTE ACCESS CONTROLLER	
Serial Number:	88855906	THYCOTIC CLOUD ACCESS CONTROLLER	
Serial Number:	88855922	THYCOTIC DATABASE ACCESS CONTROLLER	
Registration Number:	6068115	THYCOTIC ACCOUNT LIFECYCLE MANAGER	
Registration Number:	6211971	THYCOTIC DEVOPS SECRETS VAULT	
Registration Number:	6211972	DEVOPS SECRETS VAULT	
Registration Number:	4395437	SECRET SERVER	
Registration Number:	4351893	PASSWORD RESET SERVER	
Registration Number:	4355759	GROUP MANAGEMENT SERVER	
Registration Number:	4383968	THYCOTIC	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		

CH \$290.00 88937674

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: 04/13/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of April 13, 2021, by and among THYCOTIC SOFTWARE, LLC, a Delaware limited liability company (“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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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.

THYCOTIC SOFTWARE, LLC

DocuSigned by:

By:

Art Gilliland

Name:

Art Gilliland

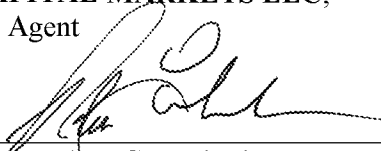
Title:

Chief Executive Officer

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

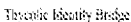
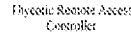
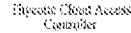
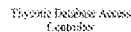
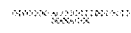
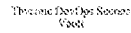
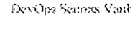
By:



Name: Robert G. Tuchscherer
Title: Senior Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Mark Text	Mark Image	Application Number	Registration Number	Jurisdiction	Grantor
THYCOTIC IDENTITY BRIDGE		88937674		United States	Thycotic Software, LLC
THYCOTIC REMOTE ACCESS CONTROLLER		88855887		United States	Thycotic Software, LLC
THYCOTIC CLOUD ACCESS CONTROLLER		88855906		United States	Thycotic Software, LLC
THYCOTIC DATABASE ACCESS CONTROLLER		88855922		United States	Thycotic Software, LLC
THYCOTIC ACCOUNT LIFECYCLE MANAGER		88667720	6068115	United States	Thycotic Software, LLC
THYCOTIC DEVOPS SECRETS VAULT		88395771	6211971	United States	Thycotic Software, LLC
DEVOPS SECRETS VAULT		88395789	6211972	United States	Thycotic Software, LLC

SECRET SERVER	SECRET SERVER	85819915	4395437	United States	Thycotic Software, LLC
PASSWORD RESET SERVER	PASSWORD RESET SERVER	85820252	4351893	United States	Thycotic Software, LLC
GROUP MANAGEMENT SERVER	GROUP MANAGEMENT SERVER	85820271	4355759	United States	Thycotic Software, LLC
THYCOTIC	THYCOTIC	85818803	4383968	United States	Thycotic Software, LLC