

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652353

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Networks Associates, Inc.		06/04/2021	Corporation: DELAWARE
Network Services Company		06/04/2021	Corporation: DELAWARE
National Paper & Plastics Company, Inc.		06/04/2021	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 S. Dearborn Street, 22nd Floor
Internal Address:	Attention: Credit Risk Manager
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	4747571	ANPLIFY
Registration Number:	4747590	ANPLIFY
Registration Number:	4643510	BALANCE
Registration Number:	4647635	BALANCE
Registration Number:	4823779	BOOST
Registration Number:	4890314	BOOST
Registration Number:	2630113	CLEANWISE
Registration Number:	5002161	CONSENSUS IMPLEMENTATION
Registration Number:	4242896	DISTRIBUTION BY DESIGN
Registration Number:	4091542	HEALTHRITE
Registration Number:	4005099	HEALTHY MEASURES
Registration Number:	3810021	HEALTHY MEASURES YOUR NETWORK SOLUTION F
Registration Number:	2464694	METEOR
Registration Number:	3290716	METEOR
Registration Number:	2482468	
Registration Number:	4242867	N

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4099077	NETCHOICE
Registration Number:	3822512	NETCHOICE
Registration Number:	3850665	NETCHOICE
Registration Number:	3747506	NETCHOICE
Registration Number:	4794962	NETGREEN
Registration Number:	4816861	NETGREEN
Registration Number:	5347001	NETPRINT
Registration Number:	2703593	NETPRINT
Registration Number:	5219516	NETPRINT
Registration Number:	3693471	NETSUPPLY
Registration Number:	4246851	NETWORK DISTRIBUTION BY DESIGN
Registration Number:	4246854	NETWORK
Registration Number:	2536573	NIBROC
Registration Number:	3566007	NIBROC
Registration Number:	4907177	SMA
Registration Number:	4903793	SMA STRATEGIC MARKET ALLIANCE
Registration Number:	2743875	VERSICOPY
Registration Number:	5746302	NETPREMIUM
Registration Number:	2267222	NETCARE
Registration Number:	2274305	NETCARE
Registration Number:	1795495	NETCARE
Registration Number:	1744143	NETCARE
Registration Number:	2517865	NETPRINT
Registration Number:	4174136	NETWORK
Registration Number:	1701702	SMOOTH 'N' SOFT
Registration Number:	1240311	VERSICOPY
Serial Number:	90114848	DESIGNED TO DELIVER
Serial Number:	88530705	NIBROC

CORRESPONDENCE DATA

Fax Number:

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: 415-591-1000

Email: trademarkny@winston.com

Correspondent Name: Laura M. Franco

Address Line 1: 101 California Street

Address Line 2: Winston & Strawn LLP

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	18103.501
NAME OF SUBMITTER:	Laura M. Franco
SIGNATURE:	/Laura M. Franco by trademarkny/
DATE SIGNED:	06/07/2021

Total Attachments: 6

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**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

This Amended and Restated Trademark Security Agreement (this "Agreement") dated as of June 4, 2021, is made by and among Networks Associates, Inc., a Delaware corporation ("Holdings"), Network Services Company, a Delaware corporation ("Network Services"), National Paper & Plastics Company, Inc., an Illinois corporation ("National Paper") and collectively with Holdings, Network Services, the "Grantors" and each a "Grantor") and JPMorgan Chase Bank, N.A., as Lender (the "Lender").

WHEREAS, the Grantors, the other Loan Parties party thereto and the Lender party thereto entered into that certain Credit Agreement dated June 9, 2016 (as amended up to but not including the date hereof, the "Original Credit Agreement");

WHEREAS, the Grantors previously executed and delivered to the Lender that certain Security Agreement dated as of June 9, 2016 executed by the Grantors and the other Loan Parties party thereto (including annexes, exhibits or schedules thereto, as amended through the date hereof, the "Original Security Agreement") in favor of the Lender and that certain Trademark Collateral Agreement dated as of June 9, 2016, between Network Services and the Lender (including all annexes, exhibits or schedules thereto, as amended or supplemented through the date hereof, the "Existing Trademark Security Agreement");

WHEREAS, the Grantors, the other Loan Parties party thereto and the Lender are concurrently entering into that certain Amended and Restated Credit Agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") and the Grantors, the other Loan Parties party thereto and the Lender are concurrently entering into that certain Amended and Restated Pledge and Security Agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement");

WHEREAS, as a condition to the Lender entering into the Credit Agreement, and pursuant to the Pledge and Security Agreement, Network Services have agreed to amend and restate the Existing Trademark Security Agreement; and

WHEREAS, capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Pledge and Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby confirms the grant pursuant to the Pledge and Security Agreement, to the Lender, of a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill of the business symbolized by each Trademark of such Grantor, including, without limitation, each Trademark listed on Schedule A;

(ii) all income, royalties, and damages hereafter due or payable with respect to any Trademark, including, without limitation, each Trademark listed on Schedule A; and

(iii) all claims by such Grantor against third parties for (a) income, royalties, and damages hereafter due or payable with respect to any Trademark, and (b) past, present or future infringement of any Trademark.

The rights and remedies of the Lender with respect to the security interest described herein are set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

This Agreement may be executed in 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.

On the Closing Date, this Agreement shall amend and restate the Original Trademark Security Agreement in its entirety, without constituting a novation. The parties hereto acknowledge and agree that the Liens as granted under the Original Trademark Security Agreement and the other Collateral Documents securing and guaranteeing payment of the Secured Obligations (as defined in the Original Credit Agreement) are in all respects continuing and in full force and effect and secure and guarantee the payment of the Secured Obligations (as defined in the Credit Agreement) and are hereby fully ratified and affirmed. Without limitation of the foregoing, each Grantor hereby fully and unconditionally ratifies and reaffirms each other Collateral Document delivered in connection with the Original Credit Agreement and the Original Security Agreement and agrees that each such Collateral Document is continuing in all respects and is in full effect and all collateral granted thereunder shall from and after the date hereof secure all Secured Obligations.

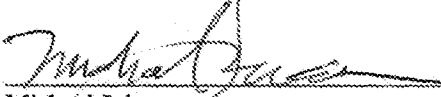
On and after the Closing Date, each reference in the Loan Documents to the “Trademark Security Agreement”, “thereunder”, “thereof” or similar words referring to the Trademark Security Agreement shall mean and be a reference to this Agreement.

[Signature Pages Follow]


IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

GRANTORS:

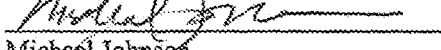
NETWORK SERVICES COMPANY

By: 
Name: Michael Johnson
Title: Chief Financial Officer and Assistant Treasurer

NATIONAL PAPER & PLASTICS COMPANY, INC.

By: 
Name: Michael Johnson
Title: Chief Financial Officer and Treasurer

NETWORK ASSOCIATES, INC.

By: 
Name: Michael Johnson
Title: Chief Financial Officer and Assistant Treasurer

LENDER:

JPMORGAN CHASE BANK, N.A.

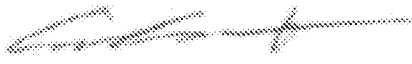
By: _____
Name:
Title:

[Signature Page to the Amended and Restated Trademark Security Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Andrew Finemore
Title: Authorized Officer

Schedule A
to
Amended and Restated
Trademark Security Agreement

Network Services Company

PENDING U.S.

Mark	Status	Application No.	Country
DESIGNED TO DELIVER	Pending	90/114,848	United States
NIBROC	Pending	88/530,705	United States

REGISTERED U.S.

Mark	Status	Registration No.	Country
ANPLIFY	Registered	4,747,571	United States
ANPLIFY & Design	Registered	4,747,590	United States
BALANCE	Registered	4,643,510	United States
BALANCE & Design	Registered	4,647,635	United States
BOOST	Registered	4,823,779	United States
BOOST & Design	Registered	4,890,314	United States
CLEANWISE	Registered	2,630,113	United States
CONSENSUS	Registered	5,002,161	United States
DISTRIBUTION BY DESIGN	Registered	4,242,896	United States
HEALTHRITE	Registered	4,091,542	United States
HEALTHY MEASURES & Design	Registered	4,005,099	United States
HEALTHY MEASURES YOUR NETWORK SOLUTION FOR A HEALTHIER ENVIRONMENT	Registered	3,810,021	United States
METEOR	Registered	2,464,694	United States
METEOR	Registered	3,290,716	United States
METEOR (Design Only)	Registered	2,482,468	United States
N & Design	Registered	4,242,867	United States
NETCHOICE	Registered	4,099,077	United States
NETCHOICE & (Leaf) Design	Registered	3,822,512	United States
NETCHOICE (Leaf) & Design	Registered	3,850,665	United States
NETCHOICE (Leaf) & Design	Registered	3,747,506	United States
NETGREEN	Registered	4,794,962	United States
NETGREEN & Design	Registered	4,816,861	United States
NETPRINT	Registered	5,347,001	United States

NETPRINT & Design	Registered	2,703,593	United States
NETPRINT and Design	Registered	5,219,516	United States
NETSUPPLY	Registered	3,693,471	United States
NETWORK DISTRIBUTION BY DESIGN & Design	Registered	4,246,851	United States
NETWORK Logo	Registered	4,246,854	United States
NIBROC	Registered	2,536,573	United States
NIBROC	Registered	3,566,007	United States
SMA	Registered	4,907,177	United States
SMA STRATEGIC MARKET ALLIANCE and Design	Registered	4,903,793	United States
VERSICOPY & Design	Registered	2,743,875	United States

National Paper & Plastic Company, Inc.

Mark	Status	Reg. No.	Country
NETPREMIUM	Registered	5,746,302	United States

Network Associates, Inc.

Mark	Status	Reg. No.	Country
NETCARE	Registered	2,267,222	United States
NETCARE	Registered	2,274,305	United States
NETCARE	Registered	1,795,495	United States
NETCARE	Registered	1,744,143	United States
NETPRINT	Registered	2,517,865	United States
NETWORK	Registered	4,174,136	United States
SMOOTH 'N' SOFT	Registered	1,701,702	United States
VERSICOPY	Registered	1,240,311	United States