

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662862

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Musarubra US LLC		07/27/2021	Limited Liability Company: DELAWARE
Skyhigh Networks, LLC		07/27/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as collateral agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5752210	CLOUD SECURITY THAT ACCELERATES BUSINESS
Registration Number:	2769110	EPOLICY ORCHESTRATOR
Registration Number:	5031998	FOUNDSTONE
Registration Number:	5376951	MPOWER
Registration Number:	5468356	SECURITY THAT ACCELERATES BUSINESS
Registration Number:	4769117	SKYHIGH
Registration Number:	4764943	SKYHIGH
Registration Number:	4764941	SKYHIGH NETWORKS
Registration Number:	4764944	SKYHIGH NETWORKS

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

CH \$240.00 5752210

Address Line 1: 555 South Flower Street, Suite 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1145754-0081-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 07/27/2021

Total Attachments: 6

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ARTICLE I

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT is entered into as of July 27, 2021, (this “**Agreement**”), among Musarubra US LLC, a Delaware limited liability company, Skyhigh Networks, LLC, a Delaware limited liability company (each, a “**Grantor**”) and UBS AG, Stamford Branch (“**UBS**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of July 27, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Second Lien Lenders (as defined below) have extended credit to the Borrowers (as defined in the Second Lien Credit Agreement) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of July 27, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Second Lien Credit Agreement**”), by and among Magenta Intermediate LLC, a Delaware limited liability company (“**Holdings**”), Magenta Buyer LLC, a Delaware limited liability company, the other Subsidiaries of Holdings from time to time party thereto as Borrowers, the lenders from time to time party thereto and UBS, in its capacities as administrative agent and collateral agent for the lenders.

Notwithstanding anything herein to the contrary, this Trademark Security Agreement, together with the security interest granted hereunder to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement and any other Acceptable Intercreditor Agreement (each as defined in the Second Lien Credit Agreement) then in effect, if any.

Consistent with the requirements set forth in Sections 4.1 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

Section 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- (a) the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- (b) all goodwill associated with or symbolized by the foregoing;
- (c) the right to sue third parties for past, present and future infringements of the foregoing; and
- (d) all proceeds of and any right associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (a) through (d) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” (or similar) Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act, an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act or similar filing with respect thereto.

Section 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

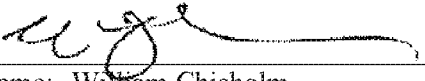
Section 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 5. Counterparts; Electronic Execution. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in this Agreement or any other document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, electronic records or the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

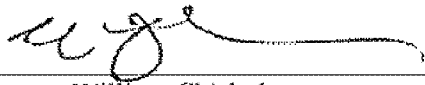
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

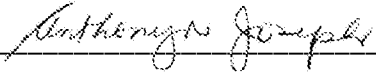
MUSARUBRA US LLC

By: 
Name: William Chisholm
Title: President

SKYHIGH NETWORKS, LLC

By: 
Name: William Chisholm
Title: President

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Anthony N Joseph
Title: Associate Director

By: 
Name: Houssein Daly
Title: Director

SCHEDULE I

UNITED STATES TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Skyhigh Networks, LLC	5,752,210	CLOUD SECURITY THAT ACCELERATES BUSINESS
Musarubra US LLC	2,769,110	EPOLICY ORCHESTRATOR
Musarubra US LLC	5,031,998	FOUNDSTONE
Musarubra US LLC	5,376,951	MPOWER
Skyhigh Networks, LLC	5,468,356	SECURITY THAT ACCELERATES BUSINESS
Skyhigh Networks, LLC	4,769,117	SKYHIGH
Skyhigh Networks, LLC	4,764,943	SKYHIGH
Skyhigh Networks, LLC	4,764,941	SKYHIGH NETWORKS
Skyhigh Networks, LLC	4,764,944	SKYHIGH NETWORKS

SCHEDULE II

UNITED STATES TRADEMARKS APPLICATIONS

None.