

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT		10/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DIGITAL GUARDIAN LLC		
Also Known As:	F/K/A DIGITAL GUARDIAN, INC.		
Street Address:	275 WYMAN STREET		
Internal Address:	SUITE 250		
City:	WALTHAM		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4258056	DIGITAL GUARDIAN	
Registration Number:	2968543	VERDASYS	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	6124927707		
Email:	enewby@fredlaw.com		
Correspondent Name:	Emma Newby		
Address Line 1:	200 South Sixth Street		
Address Line 2:	Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	051940.0029		
NAME OF SUBMITTER:	Emma Newby		
SIGNATURE:	/Emma Newby/		
DATE SIGNED:	01/31/2022		
Total Attachments: 49			

OP \$65.00 4258056

**Golub Capital LLC
150 South Wacker Drive
Chicago, Illinois 60606**

Payoff Letter

October 15, 2021

DIGITAL GUARDIAN LLC
275 Wyman Street, Suite 250
Waltham, MA 02451

Ladies and Gentlemen:

Reference is made to that certain Loan and Security Agreement, dated as of June 22, 2018 (as amended by that certain Consent and First Amendment to Loan and Security Agreement and Fee Letter, dated as of April 22, 2019, that certain Waiver and Second Amendment to Loan and Security Agreement and Fee Letter, dated as of January 8, 2020, and that certain Release and Third Amendment to Loan and Security Agreement, dated as of February 2, 2021 and as further amended, restated, modified, or supplemented from time to time, the “Loan Agreement”), among Digital Guardian LLC (f/k/a Digital Guardian, Inc.), a Delaware limited liability company (the “Borrower” or “You”), the other Loan Parties party thereto from time to time, the lenders party thereto from time to time and Golub Capital LLC, as administrative agent (in such capacity, the “Agent”, “We”, or “Us”, as applicable) for the Lenders (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”). Capitalized terms used herein that are defined in the Loan Agreement and not otherwise defined herein have the meanings given in the Loan Agreement.

The Borrower has advised the Lenders and the Agent that it intends to repay in full all amounts and other Obligations outstanding under the Loan Agreement and the other Loan Documents (other than inchoate indemnity obligations, obligations under the Warrants, obligations under the Participation Rights Agreement, and other obligations that expressly, by their terms, survive repayment of the Obligations) and to terminate all Commitments. You have notified us of the forthcoming termination of all Commitments and prepayment of all outstanding Loans effective on October 15, 2021 (the “Payoff Date”).

Subject to your acceptance of this Payoff Letter (this “Payoff Letter”) by execution of a counterpart of this Payoff Letter in the space provided below, you and we hereby confirm and agree that, as of the Payoff Date (and subject in all respects to the occurrence thereof):

1. You represent and warrant to us that on the Payoff Date, no Obligation will be outstanding on account of a Loan that was made prior to the date hereof.

2. You hereby confirm and agree that on the Payoff Date:

(a) upon receipt of the Payoff Amount (as defined below), all Commitments under the Loan Agreement will automatically be terminated and all obligations of the Lenders in respect of the Commitments or any extensions of credit under the Loan Agreement will be forever discharged; and

(b) you will prepay in full the Payoff Amount (as defined below).

3. In reliance on your representations and warranties in paragraph 1 and based on the records maintained by us and other information provided to us: the aggregate amount required on the Payoff Date to pay in full all outstanding Loans together with (i) all interest accrued thereon to the Payoff Date, (ii) all outstanding reimbursement obligations with all interest accrued thereon to the Payoff Date, (iii) all unpaid fees pursuant to any Loan Document, (iv) the total estimated amount of accrued and unpaid expenses payable to the Agent (including, without limitation, fees and expenses payable to counsel to the Agent) as of the Payoff Date pursuant to Section 10.4 of the Credit Agreement, (v) if applicable, the required Per Diem Amount (as defined below) and (vi) the other Obligations listed on Annex I hereto ("Other Specified Obligations") will be US\$58,485,227.53 (the "Payoff Amount").

Notwithstanding the foregoing, the Payoff Amount will increase by the amount set forth opposite "Per Diem Amount" on Annex I hereto on a daily basis (collectively, the "Per Diem Amount") until the actions set forth in clauses (a) and (b) of paragraph 2 of this Payoff Letter have been consummated, to the extent such actions are consummated after 2:00 p.m., New York time, on the Payoff Date.

4. If (x) no later than 2:00 p.m. New York time on the Payoff Date (the "Cut-Off Time") we receive, as Agent, payment of the Payoff Amount or (y) no later than the Cut-Off Time on any later date we receive the Payoff Amount plus the applicable Per Diem Amount, in each case, by wire transfer (together with notification to it of the applicable federal funds wire reference number) of freely and immediately available funds to:

Bank:	Silicon Valley Bank
ABA Number:	121-140-399
Account Holder:	Golub Capital LLC
Account Number:	330-0896-947
Reference:	Digital Guardian, Inc

then the undersigned Agent hereby (i) automatically and immediately releases, absolutely, unconditionally, irrevocably and forever, all security interests, guarantees, pledges, mortgages and other Liens granted to the undersigned as Agent under the Loan Documents and any related agreements, documents and instruments (the "Security Interests"), (ii) agrees that all of the Security Interests granted to the undersigned as Agent under the Loan Documents will be, and hereby are automatically terminated and forever discharged, (iii) authorizes you or your designee to file all Uniform Commercial Code termination statements and other documentation necessary to effectuate, or reflect of public record, the release and discharge of the Security Interests, (iii) terminates all deposit account and securities control account agreements, (iv) agrees to promptly deliver to the Borrower or its designee, any pledged collateral and (v) agrees to take such additional steps as may from time to time reasonably be requested by the Borrower (or through

Borrower's legal counsel or other designee) to release the Collateral or any other property from any mortgages, Liens, pledges, assignments or security interests, including Security Interests in favor of the Agent under any of the Loan Documents (together with the foregoing actions in (i), (ii), (iii) and (iv), the "Release of Security Interests"), in each case, at the sole expense of Borrower. Notwithstanding anything herein (or in any other document, communication or filing relating hereto by us, any of our agents or representatives or any other person) to the contrary, the Agent is authorizing solely the release of the Security Interests granted to it pursuant to the Loan Documents in connection with the Loan Agreement and not any other liens or security interests at any time granted by any Loan Party in favor of Agent, or any other person, pursuant to any document that is not a Loan Document.

You acknowledge and agree that our obligations under this paragraph 4 will not become effective or enforceable, the Release of Security Interests will not be effective or enforceable until the Payoff Amount, and, if applicable, the Per Diem Amount, is received by the Agent in accordance with this paragraph 4 and for this purpose, time will be of the essence.

5. The release of Liens and delivery of pledged collateral provided for herein will not discharge or in any manner affect or impair the enforceability of any outstanding Obligations that expressly survive the termination of the Loan Agreement.

6. You confirm and agree that the indemnification, hold harmless, expense reimbursement and exculpation provisions of the Loan Documents, including without limitation those set forth in Section 10.5 of the Loan Agreement will continue to apply and be enforceable by us, including without limitation, in respect of our execution and delivery of this Payoff Letter and the other instruments and agreements provided for herein, all actions taken or omitted by us and all claims based upon or arising in connection with any of the foregoing. We reserve the right to enforce, in respect of such execution, delivery, actions or claims, each and all of the rights, benefits, immunities, exculpatory provisions, expense reimbursement, and indemnities enforceable by us as Agent under the Loan Documents, to the extent such rights, benefits, immunities, exculpatory provisions, expense reimbursement and indemnities expressly survive the termination, including, without limitation, under Section 10.5 of the Loan Agreement. Notwithstanding anything herein to the contrary, if at any time all or any part of the Payoff Amount, plus any required Per Diem Amount, or any other amount paid in respect of the Obligations prior to the date hereof, is or must be rescinded, disgorged or otherwise returned by the Agent or any secured party for any reason whatsoever (including the insolvency, bankruptcy, reorganization or similar proceeding involving any Loan Party), the obligation to pay such amounts, to the extent that such payment is or must be rescinded, disgorged or otherwise returned (and then, solely in the amount so rescinded, disgorged or otherwise returned), shall be deemed to have continued in existence, notwithstanding any application by the Agent or any secured party, and the Loan Agreement and the other Loan Documents shall continue to be effective or be reinstated, as the case may be, as to such Obligations, all as though such application by the Agent or any secured party had not been made.

7. The Loan Parties agree that, upon the receipt by the Agent of the Payoff Amount and, if applicable, any Per Diem Amount, such Loan Parties release, acquit, and forever discharge the Agent and each Lender, and each and every past and present subsidiary, affiliate, stockholder, officer, director, agent, servant, employee, representative, and attorney of the Agent and each Lender (collectively, the "Releasees"), and each, a "Releasee"), from any and all claims, causes of action, suits, debts, liens, obligations, liabilities, demands, losses, costs and expenses (including attorneys'

fees) of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, which such Loan Parties may have or claim to have now or which may hereafter arise out of or in connection with any act of commission or omission of Agent or Lender arising with respect to the Loan Documents (collectively, "Claims"); provided that such release shall not be available to a Releasee to the extent that the Claims of such Releasee (i) are determined by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the bad faith, gross negligence or willful misconduct of such Releasee, (ii) result from a claim brought by a Loan Party against such Releasee for material breach of such Releasee's obligations hereunder, if the Loan Party has obtained a final non-appealable judgment in its favor on such claim as determined by a court of competent jurisdiction or (iii) arises from disputes arising solely among Releasees (other than any claims against a Releasee in its capacity or in fulfilling its role as the Agent or any similar role under the Loan Documents) that do not involve any act or omission by any Loan Parties or any of their Affiliates. The provisions of this paragraph shall be binding upon you and your Affiliates and shall inure to the benefit of Agent and each Lender and their respective successors and assigns.

8. THIS PAYOFF LETTER AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS PAYOFF LETTER (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW.

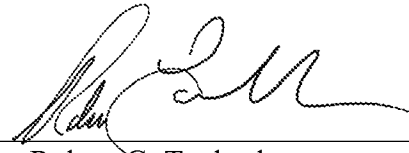
9. This Payoff Letter may be executed by one or more of the parties to this Payoff Letter on any number of separate counterparts (including by facsimile or other electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Payoff Letter by facsimile or other electronic transmission (e.g. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.

10. The provisions of Sections 10.10 and 10.12 (**including waiver of the right to trial by jury**) of the Loan Agreement will apply with like effect to this Payoff Letter and any dispute arising hereunder.

[Remainder of page intentionally left blank]

Very truly yours,

GOLUB CAPITAL LLC
as Agent

By: _____

Name: Robert G. Tuchscherer
Title: Managing Director

LENDERS:

GC FINANCE OPERATIONS TRUST

By: GC Advisors LLC, its Manager

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

GOLUB CAPITAL BDC HOLDINGS LLC

By: GC Advisors LLC, its Manager

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

GCIC HOLDINGS LLC

By: Golub Capital Investment Corporation, its sole member

By: GC Advisors LLC, its Manager

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

GOLUB CAPITAL 3 HOLDINGS LLC

By: Golub Capital BDC 3, Inc., its sole member

By: GC Advisors LLC, its Manager

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

GOLUB CAPITAL CP FUNDING LLC

By: GC Advisors LLC, its Manager

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

GC SBIC VI, L.P.

By: GC SBIC VI – GP, LLC, its General Partner

By: _____

Name: Gregory W. Cashman

Title: Manager

**GOLUB CAPITAL PARTNERS ABS
FUNDING ABS 2019-1, L.P.**

By: GC Advisors LLC, its Manager

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

**GOLUB CAPITAL PARTNERS ABS
FUNDING ABS 2020-1, L.P.**

By: GC Advisors LLC, its Manager

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

GOLUB CAPITAL CP FUNDING LLC

By: GC Advisors LLC, its Manager

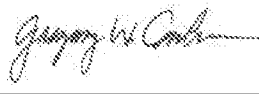
By: _____

Name: Robert G. Tuscherer

Title: Managing Director

GC SBIC VI, L.P.

By: GC SBIC VI – GP, LLC, its General Partner

By: 

Name: Gregory W. Cashman

Title: Manager

GOLUB CAPITAL PARTNERS ABS

FUNDING ABS 2019-1, L.P.

By: GC Advisors LLC, its Manager

By: _____

Name: Robert G. Tuscherer

Title: Managing Director

GOLUB CAPITAL PARTNERS ABS

FUNDING ABS 2020-1, L.P.

By: GC Advisors LLC, its Manager

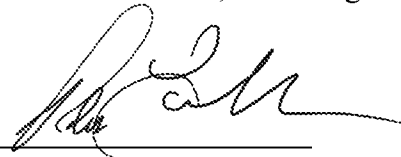
By: _____

Name: Robert G. Tuscherer

Title: Managing Director

**GOLUB CAPITAL PARTNERS ABS
FUNDING ABS 2021-1, L.P.**

By: GC Advisors LLC, its Manager

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

GCP Finance 9, L.P.

By: GC Advisors LLC, as agent

By: 

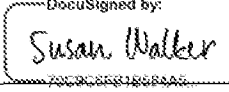
Name: Robert G. Tuchscherer

Title: Managing Director

[Signature Page to Pay-Off Letter]

Accepted and Agreed to as of the date
first written above:

DIGITAL GUARDIAN LLC

By:  _____
Name: Susan Walker
Title: CFO

[Signature Page to Payoff Letter (Golub/DigitalGuardian)]