

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lookout, Inc.		05/06/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 West Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4168937	EVERYTHING IS OK	
Registration Number:	5919575	DAY OF SHECURITY	
Registration Number:	3964112	LOOKOUT	
Registration Number:	4054030	LOOKOUT	
Registration Number:	4057517	LOOKOUT MOBILE SECURITY	
Registration Number:	5543878	POWERED BY LOOKOUT	
Registration Number:	4183893	PROTECTED BY LOOKOUT	
Registration Number:	4426826	SCREAM	
Registration Number:	4068394		
Registration Number:	4506514	SIGNAL FLARE	
Registration Number:	4165941	CIPHERCLOUD	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9498527792		
Email:	ipprosecution@orrick.com, jgaines@orrick.com, vsantos@orrick.com		
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP		
Address Line 1:	2050 Main Street, Suite 1100		

CH \$290.00 4168937

TRADEMARK

Address Line 4:	Irvine, CALIFORNIA 92614-8255
ATTORNEY DOCKET NUMBER:	35619-45
NAME OF SUBMITTER:	Juliana Gaines
SIGNATURE:	/Juliana Gaines/
DATE SIGNED:	05/09/2022
Total Attachments: 6 source=Lookout - Trademark Security Agreement [Executed]#page1.tif source=Lookout - Trademark Security Agreement [Executed]#page2.tif source=Lookout - Trademark Security Agreement [Executed]#page3.tif source=Lookout - Trademark Security Agreement [Executed]#page4.tif source=Lookout - Trademark Security Agreement [Executed]#page5.tif source=Lookout - Trademark Security Agreement [Executed]#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 6, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by Lookout, Inc., a California corporation (the “*Grantor*”) in favor of Alter Domus (US) LLC, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “*Administrative Agent*”).

WHEREAS the Grantor is party to a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”) among the Grantor, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (i) all trademarks, service marks, trade names, corporate names, domain names, company names, social media hashtags and identifiers, business names, fictitious business names, trade styles, trade dress, logos, designs, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“*USPTO*”) (or any successor office), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor and all goodwill associated therewith or symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the benefit of itself and the other Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO and other like trademark offices throughout the world record this Agreement to the extent recordable under applicable law. The Grantor agrees to cooperate as reasonably requested by the Administrative Agent, with respect to the execution of any documents, or other actions, reasonably required in order to effectuate the intent of this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations and the termination of the Commitments of the Lenders under the Credit Agreement (other than contingent or inchoate obligations for which no claim has been asserted and other obligations which by their terms expressly survive termination of the Credit Agreement). Upon the termination

of this Agreement, the Administrative Agent shall, at the sole expense of the Grantor, execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.


SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by email or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement or such other document or instrument, as applicable. Each of the parties hereto agrees and acknowledges that (i) the transaction consisting of this Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper and (iii) it is being provided with an electronic or paper copy of this Agreement in a usable format. The words "execution," "signed," "signature," and words of like import in this Agreement or any other Loan Document shall be deemed to include electronic signatures 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 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.

[Remainder of page intentionally left blank]

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

LOOKOUT, INC., as Grantor

By: 
Name: Mark Nasiff
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement



Acknowledged and Agreed:

ALTER DOMUS (US) LLC, as Administrative
Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

Signature Page to Trademark Security Agreement

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

D&N File	Mark	App. No./ Filing Date	Reg. No./ Reg. Date
1129.31	EVERYTHING IS OK	85/276,369 3/24/2011	4,168,937 7/03/2012
1129.151	DAY OF SHECURITY	88/423,038 5/9/2019	5,919,575 11/26/2019
1129.12	LOOKOUT	77/842,982 10/06/2009	3,964,112 5/24/2011
1129.24	 Lookout	85/169,122 11/04/2010	4,054,030 11/08/2011
1129.23	LOOKOUT MOBILE SECURITY	85/167,614 11/02/2010	4,057,517 11/15/2011
1129.127	POWERED BY LOOKOUT	87/526,083 7/12/2017	5,543,878 8/21/2018
1129.22	PROTECTED BY LOOKOUT	85/167,610 11/02/2010	4,183,893 7/31/2012
1129.74	SCREAM	85/578,971 3/23/2012	4,426,826 10/29/2013
1129.19		85/140,410 9/28/2010	4,068,394 12/06/2011
1129.81	SIGNAL FLARE	85/748,654 10/08/2012	4,506,514 4/01/2014
	CIPHERCLOUD	85/976766 1/13/2011	4165941 6/26/2012

Schedule A

4147-2022-7127

RECORDED: 05/09/2022

TRADEMARK
REEL: 007715 FRAME: 0801