

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rubrik, Inc.		06/10/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs BDC, Inc., as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5596024	CODR	
Registration Number:	5622994	DATOS IO	
Registration Number:	5734205	DATOS IO	
Registration Number:	5012210		
Registration Number:	6032253	DON'T BACKUP. GO FORWARD.	
Registration Number:	5926931	IGNEOUS	
Registration Number:	5555972	IGNEOUS SYSTEMS	
Registration Number:	5530717	RATIOPERFECT	
Registration Number:	5492703	RECOVERX	
Registration Number:	5219685	RUBRIK	
Registration Number:	6166848	RUBRIK	
Registration Number:	5144407	RUBRIK	
Registration Number:	6370614	RUBRIK	
Registration Number:	6192577	RUBRIK GO	
Serial Number:	97021783	ZERO TRUST DATA MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			

OP \$390.00 5596024

Email: rhonda.deleon@lw.com
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 355 SOUTH GRAND AVENUE
Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER: 055771-0035

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 06/10/2022

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of June 10, 2022 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of GOLDMAN SACHS BDC, INC., a Delaware corporation (in its individual capacity, “*GS*”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, entered into as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among RUBRIK, INC., a Delaware corporation (the “*Borrower*”), the Guarantors from time to time party thereto, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and GS, as Administrative Agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of June 10, 2022, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. To secure payment, performance and observance of the Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right of setoff

against, Grantor's right, title and interest in, to and under (i) all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, (ii) all renewals of any of the foregoing, (iii) all rights to sue for past, present or future infringements of any of the foregoing, (iv) all good will of the business of the Grantor connected with and symbolized by any of the foregoing, and (v) all proceeds of any and all of the foregoing (collectively, the "**Trademark Collateral**"). For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a Trademark registration that would otherwise be deemed invalidated, cancelled, or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as a statement of use or amendment to allege use, as applicable, is filed with and accepted by the United States Patent and Trademark Office.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. In addition, the provisions of Sections 7.2 (*Notices*), 7.6 (*Counterparts*), 7.7 (*Severability*), 7.8 (*Section Headings*), 7.11 (*Submission to Jurisdiction; Waivers*) and 7.15 (*Wavier of Jury Trial*) of the Security Pledge Agreement are incorporated herein by reference, *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RUBRIK, INC.,

as a Grantor

By: Kiran Kumar Choudary

Name: Kiran Choudary

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK



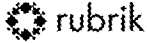
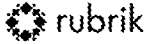
REEL: 007748 FRAME: 0982

GOLDMAN SACHS BDC, INC.,
as Collateral Agent

By: *David Yu*
Name: David Yu
Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
CODR	9	86725110 14-AUG-2015	5596024 30-OCT-2018
DATOS IO	9	86581684 30-MAR-2015	5622994 04-DEC-2018
DATOS IO 	9	86806245 02-NOV-2015	5734205 23-APR-2019
Design Only 	9	86837385 02-DEC-2015	5012210 02-AUG-2016
DON'T BACKUP. GO FORWARD.	9, 42	88450679 29-MAY-2019	6032253 14-APR-2020
IGNEOUS	9, 16, 38, 42	87207703 18-OCT-2016	5926931 03-DEC-2019
IGNEOUS SYSTEMS	42	86278990 12-MAY-2014	5555972 04-SEP-2018
RATIOPERFECT	9, 41, 42	86963614 04-APR-2016	5530717 31-JUL-2018
RECOVERX	9	86958274 30-MAR-2016	5492703 12-JUN-2018
RUBRIK	9	86982306 02-SEP-2014	5219685 06-JUN-2017
RUBRIK	42	88407462 29-APR-2019	6166848 06-OCT-2020
RUBRIK 	9	86837283 02-DEC-2015	5144407 21-FEB-2017
RUBRIK 	42	90195930 21-SEP-2020	6370614 01-JUN-2021
RUBRIK GO	9, 42	88450523 29-MAY-2019	6192577 10-NOV-2020
ZERO TRUST DATA MANAGEMENT	9, 42	97021783 10-SEP-2021	