

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739080

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WatchGuard Technologies, Inc.		06/30/2022	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		
Street Address:	2001 Ross Avenue, Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	6255160	FIREBOX	
Registration Number:	6231878	FIREBOX	
Registration Number:	6373856	WATCHGUARD FLEXPAY	
Registration Number:	5950122	THREATSYNC	
Registration Number:	6583922	PASSPORT	
Registration Number:	6583923	PASSPORT	
Registration Number:	6202441	UNIFIED SECURITY PLATFORM	
Registration Number:	6143822	UNIFIED SECURITY PLATFORM	
Registration Number:	6197238	INTELLIGENTAV	
Registration Number:	6160300	INTELLIGENTAV	
Registration Number:	5898047	WATCHGUARD	
Registration Number:	5898048	WATCHGUARD	
Registration Number:	5898044	W	
Registration Number:	5898046	WATCHGUARD	
Registration Number:	5898045	W	
Registration Number:	5898049	WATCHGUARD	
Registration Number:	5752383	DNSWATCH	
Registration Number:	5729056	DNSWATCH	

CH \$890.00 6255160

Property Type	Number	Word Mark
Registration Number:	5629254	AUTHPOINT
Registration Number:	5639414	AUTHPOINT
Registration Number:	5265456	OUR SECURITY, DELIVERED YOUR WAY
Registration Number:	5133097	SECPLICITY
Registration Number:	5051103	FIRECLIENT
Registration Number:	4874279	UNIQUELY SIMPLE. POWERFULLY SECURE.
Registration Number:	4733315	DATABLINK
Registration Number:	4622132	WATCHGUARD DIMENSION
Registration Number:	4622133	WATCHGUARD DIMENSION
Registration Number:	3760638	W'ATCHGUARD
Registration Number:	3722834	WATCHGUARD
Registration Number:	3705818	WATCHGUARD
Registration Number:	3066639	FIREWARE
Registration Number:	2538538	LIVESECURITY
Registration Number:	2511322	FIREBOX
Registration Number:	2279763	WATCHGUARD
Registration Number:	2194957	WATCHGUARD

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.00493
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	07/06/2022

Total Attachments: 11

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated June 30, 2022, is among the Person listed on the signature pages hereof (the “Grantor”) and Goldman Sachs Specialty Lending Group, L.P. (“Goldman”), as Collateral Agent for the Secured Parties (each as defined in the Credit Agreement referred to below).

WHEREAS, VCGladiator Holdings, LLC, a Delaware limited liability company (“Holdings”), and WatchGuard Technologies, Inc., a Washington corporation (the “Borrower”), have entered into that certain Second Lien Credit Agreement, dated as of June 30, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lenders from time to time party thereto and Goldman, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the Grantor has executed and delivered that certain Second Lien Security Agreement, dated as of June 30, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

A. **Grant of Security.** The Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of the Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “Patents”);

b. all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing and acceptance 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, to the extent that, and solely so long as, the creation of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law or result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

c. all copyrights, whether registered or unregistered;

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property. For the avoidance of doubt, nothing in the grant of a security interest or collateral assignment under this Agreement or otherwise herein is intended to effect, or shall be construed as, an absolute assignment of Intellectual Property Collateral from the Grantor to Collateral Agent.

B. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts; Electronic Execution. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The words "execution," "execute," "signed," "signature," and words of like import in this IP Security Agreement or any amendment or other modification hereof 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. The parties hereto consent to the use of electronic signatures and records with respect to this IP Security Agreement.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. Sections 10.15 (*Governing Law; Jurisdiction; Etc.*), 10.16 (*Service of Process*) and 10.17 (*Waiver of Right to Trial by Jury*) of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

G. Intercreditor Agreement. Reference is made to the First Lien/Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this IP Security Agreement and the exercise of any right or remedy in respect of the Collateral by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the First Lien/Second Lien Intercreditor Agreement with respect to the exercise of any right or remedy in respect of the Collateral by the Collateral Agent and this IP Security Agreement, the provisions of the First Lien/Second Lien Intercreditor Agreement shall control.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

WATCHGUARD TECHNOLOGIES, INC., as
Grantor

By: _____
DocuSigned by:
Cy Stefan Hersch
Name: Cy Stefan Hersch
Title: Secretary

[Signature Page to Second Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 007771 FRAME: 0270

**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P., as Collateral Agent**

By:  _____
Name: Justin Betzen
Title: Authorized Signatory

SCHEDULE A

PATENT SCHEDULE

No.	Patent No.	Grant Date	Application No.	Title	Owner
1	10,432,658	01-OCT-2019	14/600,885	SYSTEMS AND METHODS FOR IDENTIFYING AND PERFORMING AN ACTION IN RESPONSE TO IDENTIFIED MALICIOUS NETWORK TRAFFIC	Watchguard Technologies, Inc.
2	10,193,898	29-JAN-2019	14/015,925	REPUTATION-BASED METHOD AND SYSTEM FOR DETERMINING A LIKELIHOOD THAT A MESSAGE IS UNDESIRE	Watchguard Technologies, Inc.
3	9,444,682	13-SEP-2016	14/053,485	LOCATION-AWARE CONFIGURATION	Watchguard Technologies, Inc.
4	9,203,865	01-DEC-2015	13/784,476	CLUSTER ARCHITECTURE FOR NETWORK SECURITY PROCESSING	Watchguard Technologies, Inc.
5	9,003,485	07-APR-2015	14/452,370	SYSTEMS AND METHODS FOR THE RAPID DEPLOYMENT OF NETWORK SECURITY DEVICES	Watchguard Technologies, Inc.
6	8,977,746	10-MAR-2015	13/871,896	SYSTEMS AND METHODS FOR SCALABLE NETWORK MONITORING	Watchguard Technologies, Inc.
7	8,839,402	16-SEP-2014	13/972,752	SYSTEMS AND METHODS FOR SCALABLE NETWORK MONITORING	Watchguard Technologies, Inc.
8	8,799,992	05-AUG-2014	13/659,101	SYSTEMS AND METHODS FOR THE RAPID DEPLOYMENT OF NETWORK SECURITY DEVICES	Watchguard Technologies, Inc.
9	8,650,632	11-FEB-2014	13/457,319	SCALABLE TRANSPARENT PROXY	Watchguard Technologies, Inc.
10	8,572,190	29-OCT-2013	12/628,901	METHOD AND SYSTEM FOR RECOGNIZING DESIRED EMAIL	Watchguard Technologies, Inc.
11	8,560,645	15-OCT-2013	12/694,022	LOCATION-AWARE CONFIGURATION	Watchguard Technologies, Inc.

12	8,527,592	03-SEP-2013	11/554,746	REPUTATION-BASED METHOD AND SYSTEM FOR DETERMINING A LIKELIHOOD THAT A MESSAGE IS UNDESIRE	Watchguard Technologies, Inc.
13	8,504,675	06-AUG-2013	13/466,826	EMAIL SERVER SYSTEM AND METHOD	Watchguard Technologies, Inc.
14	8,474,047	25-JUN-2013	13/465,859	REMOTE COLLECTION OF COMPUTER FORENSIC EVIDENCE	Watchguard Technologies, Inc.
15	8,464,329	11-JUN-2013	11/357,164	SYSTEM AND METHOD FOR PROVIDING SECURITY FOR SIP-BASED COMMUNICATIONS	Watchguard Technologies, Inc.
16	8,392,496	05-MAR-2013	12/643,663	CLUSTER ARCHITECTURE FOR NETWORK SECURITY PROCESSING	Watchguard Technologies, Inc.
17	8,316,113	20-NOV-2012	12/643,378	CLUSTER ARCHITECTURE AND CONFIGURATION FOR NETWORK SECURITY DEVICES	Watchguard Technologies, Inc.
18	8,223,751	17-JUL-2012	12/610,978	METHOD AND APPARATUS FOR CONTROLLING UNSOLICITED MESSAGING	Watchguard Technologies, Inc.
19	8,191,132	29-MAY-2012	11/778,350	SCALABLE TRANSPARENT PROXY	Watchguard Technologies, Inc.
20	8,176,557	08-MAY-2012	12/370,447	REMOTE COLLECTION OF COMPUTER FORENSIC EVIDENCE	Watchguard Technologies, Inc.
21	8,176,162	08-MAY-2012	12/610,994	EMAIL SERVER SYSTEM AND METHOD	Watchguard Technologies, Inc.
22	8,150,002	03-APR-2012	12/610,987	METHOD AND APPARATUS FOR CONTROLLING UNSOLICITED MESSAGING IN REAL TIME MESSAGING NETWORKS	Watchguard Technologies, Inc.
23	7,970,844	28-JUN-2011	12/548,286	REPLICATING MESSAGE QUEUES BETWEEN CLUSTERED EMAIL GATEWAY SYSTEMS	Watchguard Technologies, Inc.
24	7,882,558	01-FEB-2011	11/542,680	TUNNEL DESIGNATION SYSTEM FOR VIRTUAL PRIVATE NETWORKS	Watchguard Technologies, Inc.

25	7,882,187	01-FEB-2011	11/548,719	METHOD AND SYSTEM FOR DETECTING UNDESIREED EMAIL CONTAINING IMAGE-BASED MESSAGES	Watchguard Technologies, Inc.
26	7,627,641	01-DEC-2009	11/370,932	METHOD AND SYSTEM FOR RECOGNIZING DESIRED EMAIL	Watchguard Technologies, Inc.
27	7,617,305	10-NOV-2009	11/295,591	EMAIL SERVER SYSTEM AND METHOD	Watchguard Technologies, Inc.
28	7,613,172	03-NOV-2009	11/019,092	METHOD AND APPARATUS FOR CONTROLLING UNSOLICITED MESSAGING	Watchguard Technologies, Inc.
29	7,613,923	03-NOV-2009	11/066,660	METHOD AND APPARATUS FOR CONTROLLING UNSOLICITED MESSAGING IN REAL TIME MESSAGING NETWORKS	Watchguard Technologies, Inc.
30	7,584,256	01-SEP-2009	11/103,061	REPLICATING MESSAGE QUEUES BETWEEN CLUSTERED EMAIL GATEWAY SYSTEMS	Watchguard Technologies, Inc.
31	7,496,959	24-FEB-2009	10/608,767	REMOTE COLLECTION OF COMPUTER FORENSIC EVIDENCE	Watchguard Technologies, Inc.
32	7,237,263	26-JUN-2007	09/800,754	REMOTE MANAGEMENT OF PROPERTIES, SUCH AS PROPERTIES FOR ESTABLISHING A VIRTUAL PRIVATE NETWORK	Watchguard Technologies, Inc.
33	7,117,530	03-OCT-2006	09/732,543	TUNNEL DESIGNATION SYSTEM FOR VIRTUAL PRIVATE NETWORKS	Watchguard Technologies, Inc.
34	6,961,336	01-NOV-2005	09/800,755	CONTACTING A COMPUTING DEVICE OUTSIDE A LOCAL NETWORK	Watchguard Technologies, Inc.
35	7,613,172	03-NOV-2009	11/019,092	METHOD AND APPARATUS FOR CONTROLLING UNSOLICITED MESSAGING	Watchguard Technologies, Inc.
36	7,613,923	03-NOV-2009	11/066,660	METHOD AND APPARATUS FOR CONTROLLING UNSOLICITED MESSAGING IN REAL TIME MESSAGING NETWORKS	Watchguard Technologies, Inc.
37	7,584,256	01-SEP-2009	11/103,061	REPLICATING MESSAGE QUEUES BETWEEN CLUSTERED EMAIL GATEWAY SYSTEMS	Watchguard Technologies, Inc.

38	7,496,959	24-FEB-2009	10/608,767	REMOTE COLLECTION OF COMPUTER FORENSIC EVIDENCE	Watchguard Technologies, Inc.
39	7,237,263	26-JUN-2007	09/800,754	REMOTE MANAGEMENT OF PROPERTIES, SUCH AS PROPERTIES FOR ESTABLISHING A VIRTUAL PRIVATE NETWORK	Watchguard Technologies, Inc.
40	7,117,530	03-OCT-2006	09/732,543	TUNNEL DESIGNATION SYSTEM FOR VIRTUAL PRIVATE NETWORKS	Watchguard Technologies, Inc.
41	6,961,336	01-NOV-2005	09/800,755	CONTACTING A COMPUTING DEVICE OUTSIDE A LOCAL NETWORK	Watchguard Technologies, Inc.

Patent Applications:

Application No.	Filing Date	Title	Owner
16/866,477	04-MAY-2020	METHOD AND APPARATUS FOR DETECTING AND HANDLING EVIL TWIN	Watchguard Technologies, Inc

SCHEDULE B

TRADEMARK SCHEDULE

No.	Registration Number	Registration Date	Serial Number	Mark	Owner
1	6255160	26-JAN-2021	88882411	FIREBOX	WATCHGUARD TECHNOLOGIES, INC.
2	6231878	29-DEC-2020	88882441	FIREBOX	WATCHGUARD TECHNOLOGIES, INC.
3	6373856	01-JUN-2021	88707373	WATCHGUARD FLEXPAY	WATCHGUARD TECHNOLOGIES, INC.
4	5950122	31-DEC-2019	88482517	THREATSYNC	WATCHGUARD TECHNOLOGIES, INC.
5	6583922	07-DEC-2021	88302324	PASSPORT	WATCHGUARD TECHNOLOGIES, INC.
6	6583923	07-DEC-2021	88302337	PASSPORT	WATCHGUARD TECHNOLOGIES, INC.
7	6202441	17-NOV-2020	88298435	UNIFIED SECURITY PLATFORM	WATCHGUARD TECHNOLOGIES, INC.
8	6143822	01-SEP-2020	88298440	UNIFIED SECURITY PLATFORM	WATCHGUARD TECHNOLOGIES, INC.
9	6197238	10-NOV-2020	88275527	INTELLIGENTAV	WATCHGUARD TECHNOLOGIES, INC.
10	6160300	22-SEP-2020	88275535	INTELLIGENTAV	WATCHGUARD TECHNOLOGIES, INC.
11	5898047	29-OCT-2019	87864994	WATCHGUARD and design	WATCHGUARD TECHNOLOGIES, INC.
12	5898048	29-OCT-2019	87864996	WATCHGUARD	WATCHGUARD TECHNOLOGIES, INC.
13	5898044	29-OCT-2019	87864986	W and design	WATCHGUARD TECHNOLOGIES, INC.
14	5898046	29-OCT-2019	87864993	WATCHGUARD and design	WATCHGUARD TECHNOLOGIES, INC.
15	5898045	29-OCT-2019	87864992	W and design	WATCHGUARD TECHNOLOGIES, INC.
16	5898049	29-OCT-2019	87864997	WATCHGUARD	WATCHGUARD TECHNOLOGIES, INC.
17	5752383	14-MAY-2019	87746221	DNSWATCH	WATCHGUARD TECHNOLOGIES, INC.
18	5729056	16-APR-2019	87746222	DNSWATCH	WATCHGUARD TECHNOLOGIES, INC.
19	5629254	11-DEC-2018	87693937	AUTHPOINT	WATCHGUARD TECHNOLOGIES, INC.
20	5639414	25-DEC-2018	87693942	AUTHPOINT	WATCHGUARD TECHNOLOGIES, INC.
21	5265456	15-AUG-2017	87304837	OUR SECURITY, DELIVERED YOUR WAY	WATCHGUARD TECHNOLOGIES, INC.
22	5133097	31-JAN-2017	87080051	SEPLICITY	WATCHGUARD TECHNOLOGIES, INC.
23	5051103	27-SEP-2016	86725668	FIRECLIENT	WATCHGUARD TECHNOLOGIES, INC.

24	4874279	22-DEC-2015	86634412	UNIQUELY SIMPLE. POWERFULLY SECURE.	DATABLINK, INC.
25	4733315	05-MAY-2015	86353963	DATABLINK	WATCHGUARD TECHNOLOGIES, INC.
26	4622132	14-OCT-2014	86007089	WATCHGUARD DIMENSION	WATCHGUARD TECHNOLOGIES, INC.
27	4622133	14-OCT-2014	86007090	WATCHGUARD DIMENSION	WATCHGUARD TECHNOLOGIES, INC.
28	3760638	16-MAR-2010	77788872	WATCHGUARD and design	WATCHGUARD TECHNOLOGIES, INC.
29	3722834	08-DEC-2009	77199299	WATCHGUARD and design	WATCHGUARD TECHNOLOGIES, INC.
30	3705818	03-NOV-2009	77199305	WATCHGUARD and design	WATCHGUARD TECHNOLOGIES, INC.
31	3066639	07-MAR-2006	78340092	FIREWARE	WATCHGUARD TECHNOLOGIES, INC.
32	2538538	12-FEB-2002	75758631	LIVESECURITY	WATCHGUARD TECHNOLOGIES, INC.
33	2511322	27-NOV-2001	75276483	FIREBOX	WATCHGUARD TECHNOLOGIES, INC.
34	2279763	21-SEP-1999	75266844	WATCHGUARD	WATCHGUARD TECHNOLOGIES, INC.
35	2194957	13-OCT-1998	75267730	WATCHGUARD	WATCHGUARD TECHNOLOGIES, INC.