

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bluecat Networks (USA) Inc.		08/08/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank Canada Branch		
Street Address:	130 King Street West		
Internal Address:	Suite 2140		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	ON M5X 1E4		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4887550	BLUECAT	
Registration Number:	6784307	BLUECAT DNS EDGE	
Serial Number:	87612869	BLUECAT DNS INTEGRITY	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (074658-22080)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-22080		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	08/08/2022		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of August 8, 2022 (this “**Trademark Security Agreement**”), is made by the signatory hereto (the “**Grantor**”) in favor of PNC Bank Canada Branch as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”) pursuant to that certain Credit Agreement, dated 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 BlueCat Buyer, Inc., a Delaware corporation (on the Closing Date and prior to the Borrower Assumption, the “**Initial Borrower**” and the “**Borrower**”, and after giving effect to the Borrower Assumption, “**Holdings**”), BlueCat Networks (USA) Inc., a Delaware corporation (the “**Company**”, and after giving effect to the Borrower Assumption, a “**Borrower**” and the “**U.S. Borrower**”), BlueCat Networks, Inc., an Ontario corporation (after giving effect to the Borrower Assumption, a “**Borrower**” and the “**Canadian Borrower**”), the Lenders party thereto from time to time, TCG Senior Funding, L.L.C., as Agent for all Lenders, and PNC Bank Canada Branch, as Revolving Agent and Collateral Agent.

WITNESSETH:

WHEREAS, the Grantor is party to that certain U.S. Collateral Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**U.S. Collateral Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the U.S. Collateral Agreement or the Credit Agreement and used herein shall have the respective meanings given to them in the U.S. Collateral Agreement or the Credit Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, a security interest in and to all of the following Collateral (excluding any Excluded Property) of such Grantor: the Trademarks listed on Schedule I attached hereto, together with all goodwill of the business relating thereto or represented thereby, all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including payments under all licenses entered into in connection therewith, all rights to sue at law or in equity or otherwise recover for any past, present or future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom, and all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3. The U.S. Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the U.S. Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the U.S. Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the U.S. Collateral Agreement, the provisions of the U.S. Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the U.S. Collateral Agreement or the release of the Collateral described herein, in each case, in accordance with Section 8.17 of the U.S. Collateral

Agreement, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by facsimile or other electronic method of any executed signature page to this Trademark Security Agreement or any other Loan Document shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf") shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense. The words "executed," "signature," and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or electronic records, 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.

SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has duly executed this Trademark Security Agreement as of the date first written above.

GRANTOR:

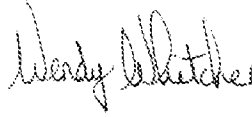
BLUECAT NETWORKS (USA) INC.

By: 
Name: Stephen Devita
Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007814 FRAME: 0807

PNC BANK CANADA BRANCH, as Collateral Agent

A handwritten signature in cursive script, appearing to read "Wendy Whitcher".

By:

Name: Wendy Whitcher, CPA

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007814 FRAME: 0808

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS

<u>Record Owner</u>	<u>Trademark</u>	<u>Registration Number/ Application Number</u>	<u>Registration Date/ Application Date</u>
BlueCat Networks (USA) Inc.	BLUECAT	4887550	January 19, 2016
BlueCat Networks (USA) Inc.	BLUECAT DNS EDGE	6784307	July 12, 2022
BlueCat Networks (USA) Inc.	BLUECAT DNS INTEGRITY	87612869	September 18, 2017