# :H \$90.00 4250

ETAS ID: TM776695

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Assignment of First Lien Security Interest in Trademark Collateral

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		12/27/2022	Cayman Islands Branch of a Swiss banking corporation: SWITZERLAND

#### **RECEIVING PARTY DATA**

Name:	Credit Suisse AG, New York Branch		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	UNITED STATES		
Postal Code:	10010		
Entity Type:	New York branch of a Swiss banking corporation: SWITZERLAND		

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4250141	TRACELYTICS
Registration Number:	5252397	SOLARWINDS
Registration Number:	5252398	GEEKBUILT.

#### CORRESPONDENCE DATA

**Fax Number:** 2127514864

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:** 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	049646-0316			
NAME OF SUBMITTER:	Angela M. Amaru			
SIGNATURE:	/s/Angela M. Amaru			
DATE SIGNED:	12/27/2022			

**Total Attachments: 4** 

source=SolarWinds - Assignment of Trademark Security Interest - RF6290-0058 Executed (12.27.2022)#page1.tif

TRADEMARK
REEL: 007930 FRAME: 0950

900740522

source=SolarWinds - Assignment of Trademark Security Interest - RF6290-0058 Executed (12.27.2022)#page2.tif source=SolarWinds - Assignment of Trademark Security Interest - RF6290-0058 Executed (12.27.2022)#page3.tif source=SolarWinds - Assignment of Trademark Security Interest - RF6290-0058 Executed (12.27.2022)#page4.tif

TRADEMARK REEL: 007930 FRAME: 0951

# ASSIGNMENT OF FIRST LIEN SECURITY INTEREST IN TRADEMARK COLLATERAL

This ASSIGNMENT OF FIRST LIEN SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Assignment"), dated as of December 27, 2022, is entered into by and between CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ("Assignor") and CREDIT SUISSE AG, NEW YORK BRANCH ("Assignee"). All capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Trademark Security Agreement (as defined below), whether directly therein, or by reference to another agreement.

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of February 5, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Librato, Inc. and SolarWinds Worldwide, LLC (each a "Pledgor," and together the "Pledgors"), Assignor and certain other parties, Pledgors executed and delivered that certain First Lien Trademark Security Agreement, dated as of March 12, 2018 (the "Trademark Security Agreement"), pursuant to which each Pledgor pledged and granted to Assignor, for the ratable benefit of the Secured Parties, a Lien on and security interest in and to (the "Security Interest") all of such Pledgor's right, title and interest in, to and under the Trademark Collateral of such Pledgor, including the registered trademarks of such Pledgor listed on Schedule I hereto;

WHEREAS, Assignor recorded the Trademark Security Agreement with the United States Patent and Trademark Office on March 12, 2018 at Reel/Frame 6290/0058;

WHEREAS, pursuant to that certain Resignation and Appointment Agreement, by and among Assignor, as Existing Agent (as defined therein), and Assignee, as Successor Agent (as defined therein), Assignor has resigned as collateral agent, and Assignee has been appointed as Successor Agent, and accordingly Assignor has assigned to Assignee, and Assignee has assumed, all of Assignor's rights and obligations under the Security Agreement and the Trademark Security Agreement and the security interests granted thereunder; and

WHEREAS, Assignor and Assignee desire to confirm the foregoing assignment and assumption in this Assignment for purposes of recording it with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in, to and under, the Trademark Collateral and the Trademark Security Agreement, including, without limitation, its Security Interest in the Trademark Collateral. The foregoing Assignment is made without recourse, representations or warranties of any kind.

[Signature Pages Follow]

TRADEMARK REEL: 007930 FRAME: 0952 IN WITNESS WHEREOF, Assignor has duly executed this ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

as Assignor

By:

Name: D. Andrew Maletta Title: Authorized Signatory

By:

Name: Nawshaer Safi Title: Authorized Signatory

## ACCEPTANCE AND ASSUMPTION

Assignee, as successor collateral agent, accepts and assumes the foregoing Assignment.

DATED as of the 27 day of December, 2022.

CREDIT SUISSE AG, NEW YORK BRANCH

as Assignee

By: Name: D. Andrew Maletta

Title: Authorized Signatory

y: Name: Heesu Sin

Title: Authorized Signatory

# **SCHEDULE I**

# United States Trademark Registrations:

OWNER TITLE REGISTRATION SUMBER  Librato, Inc. TRACELVTICS 4250141					
TRACELYTICS	4250141				
COLADAVINE	5252397				
SOLARWINDS	3232371				
GEEKBUILT.	5252398				
	TRACELYTICS  SOLARWINDS				

US-DOCS\137604324.3

**RECORDED: 12/27/2022** 

TRADEMARK REEL: 007930 FRAME: 0955