

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GFI USA, LLC		03/06/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	800 Capitol Street		
Internal Address:	14th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4754719	KERIO	
Registration Number:	2675192	KERIO	
Registration Number:	4582785	EXINDA	
Registration Number:	4805101	EXINDA NETWORK ORCHESTRATOR	
Registration Number:	5077304	QX BOOST	
Registration Number:	2695818	GFI	
Registration Number:	4073958	GFI MAILESENTIALS	
Registration Number:	4079766	GFI EVENTSMANAGER	
Registration Number:	4074292	GFI WEBMONITOR	
Registration Number:	4647869	GFI LANGUARD	
Registration Number:	4917292	TECHGENIX	
Registration Number:	6127293	GFI UNLIMITED	
Registration Number:	5952832	GFI FAXMAKER	
Registration Number:	5952835	GFI ARCHIVER	
Serial Number:	97203513	GFI ONECONNECT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

OP \$390.00 4754719

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2146653630
Email: alison.hutchings@gtlaw.com
Correspondent Name: GREENBERG TRAURIG, LLP
Address Line 1: 2200 Ross Avenue
Address Line 2: Suite 5200
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Alison Hutchings
SIGNATURE:	/Alison Hutchings/
DATE SIGNED:	03/06/2023

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, waived or otherwise modified from time to time) (this “Agreement”), dated as of March 6, 2023, between GFI USA, LLC, a Delaware limited liability company (the “Grantor”) and Bank of America, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the Lenders (defined below).

Reference is made to (a) the Pledge and Security Agreement, dated as of March 6, 2023 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) among the Grantor, each other Loan Party party thereto (together with any additional entities that become parties to the Security Agreement) and the Administrative Agent and (b) the Credit Agreement dated as of March 6, 2023 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, as the borrower (in such capacity, the “Borrower”), each other Loan Party party thereto, the lenders from time to time party thereto (the “Lenders”), the Administrative Agent and the other financial institutions named therein.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and to secure the Secured Obligations.

Accordingly the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.4 of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** To secure prompt and complete payment or performance, as the case may be, of the Secured Obligations, Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and its assigns, for the ratable benefit of the Secured Parties, a right of set-off against and a security interest in all of its right, title or interest in, to and under any and all of the following assets and properties, whether now owned by, deemed by law to have the right or power to convey rights in by or owing to, or hereafter acquired by, deemed by law to have the right or power to convey rights in by or arising in favor of the Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located (collectively, the “Trademark Collateral”):

- (a) all trademarks, trade names, service marks, corporate names, company names, business names, fictitious business names, trade styles, logos, and other source or business identifiers (except for 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 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), and all renewals thereof, including those listed on Schedule I (the “Trademark Collateral”);
- (b) all goodwill associated with the Trademark Collateral;

- (c) all registrations and recordations thereof and all applications in connection therewith and as applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions thereof; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to same throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. ***Security Agreement.*** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

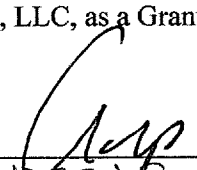
SECTION 4. ***Counterparts.*** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. ***Choice of Law.*** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

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IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

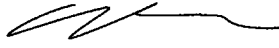
GFI USA, LLC, as a Grantor

By: 
Name: ANDREW S. PRICE
Title: CFO

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 007993 FRAME: 0230

BANK OF AMERICA, N.A., as the Administrative Agent

By:  _____

Name: Adam Rose

Title: Senior Vice President

SCHEDULE I

Trademark Applications and Registrations

<u>Form/Party/Owner</u>	<u>Trademarks</u>	<u>Country</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
GFI USA, LLC*	KERIO	Argentina	2795127	11/14/2005
GFI USA, LLC*	KERIO	Benelux	1394712	8/20/2019
GFI USA, LLC*	KERIO	Brazil	825024552	5/8/2007
GFI USA, LLC*	KERIO	Canada	TMA891656	12/4/2014
GFI USA, LLC*	KERIO	Chile	1132550	10/14/2014
GFI USA, LLC*	KERIO	European Union	007327372	5/27/2009
GFI USA, LLC*	KERIO	Hong Kong	200401793	10/28/2002
GFI USA, LLC*	KERIO	India	1753069	11/12/2008
GFI USA, LLC*	KERIO	Japan	0005313936	4/2/2010
GFI USA, LLC*	KERIO	Korea - South	4005848260000	6/30/2014
GFI USA, LLC*	KERIO	Malaysia	2013011281	10/14/2014
GFI USA, LLC*	KERIO	Mexico	816574	12/09/2003
GFI USA, LLC*	KERIO	New Zealand	1174994	8/7/2013
GFI USA, LLC*	KERIO	South Africa	2013/21722	02/27/2015
GFI USA, LLC*	KERIO	Thailand	397786	07/09/2015
GFI USA, LLC*	KERIO	United Kingdom	UK00907327372	5/27/2009
GFI USA, LLC*	KERIO	United States	4,754,719	06/16/2015
GFI USA, LLC*	KERIO	United States	2,675,192	01/14/2003
GFI USA, LLC*	KERIO	United States	1174994	08/07/2013
GFI USA, LLC*	KERIO CLOUD	Benelux	1394714	08/20/2019
GFI USA, LLC*	EXINDA	United States	4,582,785	8/12/2014
GFI USA, LLC*	EXINDA NETWORK ORCHESTRATOR	United States	4,805,101	9/1/2015
GFI USA, LLC*	OX BOOST	United States	5,077,304	11/8/2016
GFI USA, LLC*	GFI CLOUD	Australia	1529021	07/04/2013
GFI USA, LLC*	GFI LANGUARD	Australia	1529019	07/04/2013
GFI USA, LLC*	GFI MAIL ARCHIVER	Australia	1529020	07/04/2013
GFI USA, LLC*	GFI MAILESSENTIALS	Australia	1529022	10/03/2013
GFI USA, LLC*	GFI	Australia	1529016	10/03/2013
GFI USA, LLC*	GFI MAIL SECURITY	Australia	1529023	10/03/2013
GFI USA, LLC*	FAXMAKER	Australia	1529018	12/18/2013
GFI USA, LLC*	GFI MAX	Australia	1529024	01/07/2014

<u>Legal Party/Owner</u>	<u>Trademarks</u>	<u>Country</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
GFI USA, LLC*	GFI FAXMAKER	Australia	1608145	07/03/2014
GFI USA, LLC*	GFI WirelessSentry	Australia	1608143	07/03/2014
GFI USA, LLC*	GFI UNLIMITED	Australia	1952444	01/29/2020
GFI USA, LLC*	GFI ARCHIVER	Australia	1952443	11/20/2019
GFI USA, LLC*	KERIO	Australia	2150027	11/02/2021
GFI USA, LLC*	GFI	Belux	0674861	12/11/2000
GFI USA, LLC*	FAXMAKER	Belux	0535212	1/19/2013
GFI USA, LLC*	LANguard	Belux	0713445	3/28/2002
GFI USA, LLC*	GFI MAILSECURITY	Belux	0715800	11/14/2002
GFI USA, LLC*	FAXMAKER	Belux	WO626495	09/21/1994
GFI USA, LLC*	GFI MAILESSENTIALS	Canada	TMA876762	04/30/2014
GFI USA, LLC*	GFI MAILARCHIVER	Canada	TMA876763	04/30/2014
GFI USA, LLC*	GFI LANGUARD	Canada	TMA876764	04/30/2014
GFI USA, LLC*	FAXMAKER	Canada	TMA876760	04/30/2014
GFI USA, LLC*	GFI	Canada	TMA894822	01/22/2015
GFI USA, LLC*	GFI MAILSECURITY	Canada	TMA912330	08/25/2015
GFI USA, LLC*	GFI FAXMAKER	Canada	TMA967508	04/05/2017
GFI USA, LLC*	GFI ONEGUARD****	Canada	1909725	07/16/2018
GFI USA, LLC*	GFI ONECONNECT****	Canada	1909726-00	07/16/2018
GFI USA, LLC*	GFI UNLIMITED	Canada	TMA1145147	10/07/2022
GFI USA, LLC*	GFI ARCHIVER	Canada	TMA1,116,060	12/16/2021
GFI USA, LLC*	KERIO Logo	China	59512217	09/27/2021
GFI USA, LLC*	KERIO Logo	Czech Republic	258105	10/29/2003
GFI USA, LLC*	WINROUTE	Czech Republic	218280	06/23/1999
GFI USA, LLC*	AV Cloud	European Union	010547131	11/09/2012
GFI USA, LLC*	GFI MailSecurity	European Union	010982734	03/08/2019
GFI USA, LLC*	GFI	European Union	010028421	11/07/2011
GFI USA, LLC*	GFI Software	European Union	010049294	11/07/2011
GFI USA, LLC*	GFI ENDDPOINTSECURITY	European Union	010049336	11/07/2011
GFI USA, LLC*	GFI EVENTSMANAGER	European Union	010049351	11/07/2011
GFI USA, LLC*	GFI FAXMAKER	European Union	010050722	11/07/2011
GFI USA, LLC*	GFI LANGUARD	European Union	010049385	11/20/2011
GFI USA, LLC*	GFI MAILESSENTIALS	European Union	010049419	11/07/2011
GFI USA, LLC*	GFI WEBMONITOR	European Union	010049451	11/20/2011
GFI USA, LLC*	MAILESSENTIALS COMPLETE	European Union	010049591	11/20/2011
GFI USA, LLC*	FAXMAKER	European Union	010049658	11/07/2011

<u>Legal Party/Owner</u>	<u>Trademarks</u>	<u>Country</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
GFI USA, LLC*	LANGUARD	European Union	010049674	05/11/2012
GFI USA, LLC*	MailEssentials	European Union	010917854	10/24/2012
GFI USA, LLC*	Cloud Monitor	European Union	010434876	11/09/2012
GFI USA, LLC*	GFI WiSe	European Union	012033106	02/22/2019
GFI USA, LLC*	GFI Wireless Sentry	European Union	012036257	02/22/2019
GFI USA, LLC*	GFI Prime	European Union	017699554	02/21/2019
GFI USA, LLC*	GFI OneGuard	European Union	017699596	02/21/2019
GFI USA, LLC*	GFI OneConnect	European Union	017699612	02/21/2019
GFI USA, LLC*	GFI Archiver	European Union	017930565	04/25/2019
GFI USA, LLC*	GFI FAXMAKER	European Union	017930557	04/25/2019
GFI USA, LLC*	GFI ONECONNECT	European Union	017930562	04/25/2019
GFI USA, LLC*	GFI ONEGUARD	European Union	017930564	04/25/2019
GFI USA, LLC*	GFI UNLIMITED	European Union	017930561	08/01/2019
GFI USA, LLC*	GFI	Finland	241199	01/15/2008
GFI USA, LLC*	GFS	France	3087245	03/07/2001
GFI USA, LLC*	GFI	Korea - South	4009548500000	02/22/2013
GFI USA, LLC*	GFI	Norway	316847	08/03/2021
Aurea Software FZ-LLC**	KERIO Logo	Russia	841591	12/07/2021
GFI USA, LLC*	AV Cloud	United Kingdom	UK00910547131	11/09/2012
GFI USA, LLC*	GFI MailSecurity	United Kingdom	UK00910982734	03/08/2019
GFI USA, LLC*	GFI	United Kingdom	UK00910028421	11/07/2011
GFI USA, LLC*	GFI Software	United Kingdom	UK00910049294	11/07/2011
GFI USA, LLC*	GFI ENDPPOINTSECURITY	United Kingdom	UK00910049336	11/07/2011
GFI USA, LLC*	GFI EVENTSMANAGER	United Kingdom	UK00910049351	11/07/2011
GFI USA, LLC*	GFI FAXMAKER	United Kingdom	UK00910050722	11/07/2011
GFI USA, LLC*	GFI LANGUARD	United Kingdom	UK00910049385	11/20/2011
GFI USA, LLC*	GFI MAILESSENTIALS	United Kingdom	UK00910049419	11/07/2011
GFI USA, LLC*	GFI WEBMONITOR	United Kingdom	UK00910049451	11/20/2011
GFI USA, LLC*	MAILESSENTIALS COMPLETE	United Kingdom	UK00910049591	11/20/2011
GFI USA, LLC*	FAXMAKER	United Kingdom	UK00910049658	11/07/2011
GFI USA, LLC*	LANGUARD	United Kingdom	UK00910049674	05/11/2012
GFI USA, LLC*	MailEssentials	United Kingdom	UK00910917854	10/24/2012
GFI USA, LLC*	Cloud Monitor	United Kingdom	UK00910434876	11/09/2012
GFI USA, LLC*	GFI WiSe	United Kingdom	UK00912033106	02/22/2019
GFI USA, LLC*	GFI Wireless Sentry	United Kingdom	UK00912036257	02/22/2019
GFI USA, LLC*	GFI Prime	United Kingdom	UK00917699554	02/21/2019

<u>Legal Party/Owner</u>	<u>Trademarks</u>	<u>Country</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
GFI USA, LLC*	GFI OneGuard	United Kingdom	UK00917699596	02/21/2019
GFI USA, LLC*	GFI OneConnect	United Kingdom	UK00917699612	02/21/2019
GFI USA, LLC*	GFI Archiver	United Kingdom	UK00917930565	04/25/2019
GFI USA, LLC*	GFI FAXMAKER	United Kingdom	UK00917930557	04/25/2019
GFI USA, LLC*	GFI ONECONNECT	United Kingdom	UK00917930562	04/25/2019
GFI USA, LLC*	GFI ONEGUARD	United Kingdom	UK00917930564	04/25/2019
GFI USA, LLC*	GFI UNLIMITED	United Kingdom	UK00917930561	08/01/2019
GFI USA, LLC*	GFI	United States	2,695,818	03/11/2003
GFI USA, LLC*	GFI MAILESSENTIALS	United States	4,073,958	12/20/2011
GFI USA, LLC*	GFI EVENTSMANAGER	United States	4,079,766	01/03/2012
GFI USA, LLC*	GFI WEBMONITOR	United States	4,074,292	12/20/2011
GFI USA, LLC*	GFI LANGUARD	United States	4,647,869	12/02/2014
GFI USA, LLC*	TECHGENIX	United States	4,917,292	03/15/2016
GFI USA, LLC*	GFI UNLIMITED	United States	6,127,293	08/18/2020
GFI USA, LLC*	GFI FAXMAKER	United States	5,952,832	01/07/2020
GFI USA, LLC*	GFI ARCHIVER	United States	5,952,835	01/07/2020
GFI USA, LLC*	GFI ONECONNECT	United States	97/203,513	01/05/2022
GFI USA, LLC*	KERIO Logo	WIPO	WO824275	10/29/03
GFI USA, LLC*	FAXMAKER	WIPO	WO626495	09/21/1994
GFI USA, LLC*	GFI	WIPO	WO753670	01/10/2011
GFI USA, LLC*	FAXMAKER	Switzerland	642632	04/22/2013
GFI USA, LLC*	GFI MAILESSENTIALS	Switzerland	642509	04/18/2013
GFI USA, LLC*	GFI MAILARCHIVER	Switzerland	642510	04/18/2013
GFI USA, LLC*	GFI LANGUARD	Switzerland	642511	04/18/2013
GFI USA, LLC*	VIPRE	Switzerland	646466	07/23/2013
GFI USA, LLC*	GFI MAILSECURITY	Switzerland	646464	07/23/2013
GFI USA, LLC*	GFI CLOUD	Switzerland	646463	07/23/2013
GFI USA, LLC*	GFI	Switzerland	659337	05/30/2014
GFI USA, LLC*	GFI MAX	Switzerland	646465	07/23/2013
GFI USA, LLC*	GFI	Turkey	2018 78120	03/03/2019
GFI USA, LLC*	GFI SOFTWARE	Turkey	2018 78126	03/11/2019
GFI Software IP S.a.r.l.**	FAXMAKER	Russia	508075	03/06/2014
GFI Software IP S.a.r.l.**	GFI LANGUARD	Russia	507290	02/26/2014
GFI Software IP S.a.r.l.**	GFI CLOUD	Russia	507291	02/26/2014
GFI Software IP S.a.r.l.**	GFI	Russia	512576	05/07/2014
GFI Software IP S.a.r.l.**	GFI MAX	Russia	512577	05/07/2014

<u>Local Party/Owner</u>	<u>Trademarks</u>	<u>Country</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
GFI Software IP S.a.r.l.**	GFI MAILESENTIALS	Russia	524910	10/16/2014
GFI Software IP S.a.r.l.**	GFI MAILARCHIVER	Russia	526113	11/05/2014
GFI Software IP S.a.r.l.**	GFI MAILSECURITY	Russia	526114	11/05/2014

*Because these trademarks have undergone multiple assignment events since summer of 2022, they are in various stages of the recordal process in each country. The ultimate assignee of the trademarks is GFI USA, LLC.

**Due to the ongoing war, these filings will no longer be submitted, nor will the registration fees be paid.