

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harbourvest Partners II, LLC		04/20/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	4 CMC		
Internal Address:	CIB DMO WLO, NY1-C413		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3511454	HARBOURVEST	
Registration Number:	2186038	HARBOURVEST PARTNERS	
Registration Number:	3498868	HV	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESS.BAJADA-BARTLETT@LW.COM		
Correspondent Name:	JESSICA BAJADA-BARTLETT		
Address Line 1:	1271 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045494-0505		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	/s/ Jessica Bajada-Bartlett		
DATE SIGNED:	04/20/2023		
Total Attachments: 5			
source=HarbourVest - Trademark Security Agreement [Executed] (04.20.2023)(140914779.1)#page1.tif			

OP \$90.00 3511454

source=HarbourVest - Trademark Security Agreement [Executed] (04.20.2023)(140914779.1)#page2.tif
source=HarbourVest - Trademark Security Agreement [Executed] (04.20.2023)(140914779.1)#page3.tif
source=HarbourVest - Trademark Security Agreement [Executed] (04.20.2023)(140914779.1)#page4.tif
source=HarbourVest - Trademark Security Agreement [Executed] (04.20.2023)(140914779.1)#page5.tif

TRADEMARK SECURITY AGREEMENT dated as of April 20, 2023 (this “Agreement”), among HarbourVest Partners II, LLC, a Delaware limited liability company (the “Grantor”) and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement (as further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), dated as of March 1, 2018, as amended and restated by the Restatement Agreement dated as of April 20, 2023 among HARBOURVEST PARTNERS, LLC (“Holdings”), HARBOURVEST PARTNERS L.P. (the “Borrower”), the Lenders party thereto, the other financial institutions party thereto and the Administrative Agent and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and/or as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the trademarks and trademark applications listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement shall not be deemed to grant a security interest in any trademark application filed on an intent-to-use basis to the extent a security interest is not permitted to attach thereto under the Collateral Agreement.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. The security interest granted herein shall terminate and be released at the time and in the manner set forth in Section 9.15 of the Credit Agreement and, at such time, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Notice and Confirmation of Grant of Interest in U.S. Trademarks]

TRADEMARK
REEL: 008059 FRAME: 0139

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HARBOURVEST PARTNERS II, LLC, as
Grantor

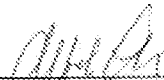
By: HarbourVest Partners L.P., Its Manager

By: HarbourVest Partners, LLC, Its General Partner

By: 

Name: Robert MacGoey
Title: Managing Director

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Alfred Chi
Title: Executive Director
JP Morgan

{Signature Page to Notice and Confirmation of Grant of Interest in U.S. Trademarks}

Schedule I

Trademarks Owned by HarbourVest Partners II, LLC

U.S. Trademarks Registrations

Country	Trademark	Application Number (Date)	Registration Number (Date)
United States	HARBOURVEST	77/392,474 (08-Feb-2008)	3,511,454 (07-Oct-2008)
United States	HARBOURVEST PARTNERS	75/378,568 (24-Oct-1997)	2,186,038 (01-Sept-1998)
United States	HV (and design)	77/392,503 (08-Feb-2008)	3,498,868 (09-Sep-2008)

U.S. Trademark Applications

None.

[Signature Page to Notice and Confirmation of Grant of Interest in U.S. Trademarks]