

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827434

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABSOLUTE SOFTWARE CORPORATION		07/27/2023	Corporation: CANADA
MOBILE SONIC, INC.		07/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION, as Collateral Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	5324160	ABSOLUTE	
Registration Number:	2765018	ABSOLUTE	
Registration Number:	5656052	ABSOLUTE	
Registration Number:	6331291	ABSOLUTE CONTROL	
Registration Number:	5163722	ABSOLUTE MOBILE THEFT MANAGEMENT	
Registration Number:	6279721	ABSOLUTE REACH	
Registration Number:	6279723	ABSOLUTE RESILIENCE	
Registration Number:	6061321	ABSOLUTE SECURITY	
Registration Number:	6279722	ABSOLUTE VISIBILITY	
Serial Number:	88959857	APPLICATION PERSISTENCE	
Serial Number:	88985166	APPLICATION PERSISTENCE	
Registration Number:	2086195	COMPUTRACE	
Serial Number:	88914045	ENDPOINT RESILIENCE	
Registration Number:	2451881	NETMOTION	
Registration Number:	4931415	NETMOTION DIAGNOSTICS	
Registration Number:	5403405	NETMOTION MOBILE IQ	
Registration Number:	4958685	NETMOTION MOBILITY	
Registration Number:	4967071	PERSISTENCE	

CH \$490.00 5324160

Property Type	Number	Word Mark
Registration Number:	5583336	SELF-HEALING ENDPOINT

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212.969.3000

Email: trademark@proskauer.com

Correspondent Name: Kacy Hobbis

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668.624
NAME OF SUBMITTER:	Kacy Hobbis
SIGNATURE:	/Kacy Hobbis/
DATE SIGNED:	07/27/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of July 27, 2023, by and among ABSOLUTE SOFTWARE CORPORATION (“ASC”), MOBILE SONIC, INC. (“Mobile Sonic” and, together with ASC, the “Grantors”) and ARES CAPITAL CORPORATION, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, each Grantor is party to a Pledge and Security Agreement, dated as of July 27, 2023 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each 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, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks of each Grantor listed on Schedule I attached hereto, together with all goodwill associated with such Trademarks (collectively, the “Trademark Collateral”).

SECTION 3. Security 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 Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by each Grantor to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor, at each Grantor’s expense, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “delivery,” “execution,” “signed,” “signature,” and words of like import 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, physical delivery thereof 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. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ABSOLUTE SOFTWARE CORPORATION

DocuSigned by:
Christy Wyatt
By: _____
Name: Christy Wyatt
Title: President & Chief Executive Officer

MOBILE SONIC, INC.

DocuSigned by:
Christy Wyatt
By: _____
Name: Christy Wyatt
Title: President & Chief Executive Officer

Accepted and Agreed:

ARES CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Mark Affolter
Title: Partner

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008146 FRAME: 0193

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
ABSOLUTE	No. 86/511,335	No. 5,324,160	Absolute Software Corporation
ABSOLUTE	No. 76/268,099	No. 2,765,018	Absolute Software Corporation
ABSOLUTE & Design	No. 86/717,471	No. 5,656,052	Absolute Software Corporation
ABSOLUTE CONTROL	No. 87/497,642	No. 6,331,291	Absolute Software Corporation
ABSOLUTE MOBILE THEFT MANAGEMENT	No. 85/777,349	No. 5,163,722	Absolute Software Corporation
ABSOLUTE REACH	No. 87/497,616	No. 6,279,721	Absolute Software Corporation
ABSOLUTE RESILIENCE	No. 87/497,636	No. 6,279,723	Absolute Software Corporation
ABSOLUTE SECURITY	No. 87/365,150	No. 6,061,321	Absolute Software Corporation
ABSOLUTE VISIBILITY	No. 87/497,624	No. 6,279,722	Absolute Software Corporation
APPLICATION PERSISTENCE	No. 88/959,857	-	Absolute Software Corporation
APPLICATION PERSISTENCE	No. 88/985,166	-	Absolute Software Corporation
COMPUTRACE	No. 74/568,725	No. 2,086,195	Absolute Software Corporation
ENDPOINT RESILIENCE	No. 88/914,045	-	Absolute Software Corporation
NETMOTION ¹	No. 75/721,918	No. 2,451,881	Mobile Sonic, Inc.

¹ Current owner on record is NetMotion Software, Inc. Certificate of Merger into Mobile Sonic, Inc. to be recorded.

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
NETMOTION DIAGNOSTICS ²	No. 86/668,499	No. 4,931,415	Mobile Sonic, Inc.
NETMOTION MOBILE IQ ³	No. 87/440,887	No. 5,403,405	Mobile Sonic, Inc.
NETMOTION MOBILITY ⁴	No. 86/668,463	No. 4,958,685	Mobile Sonic, Inc.
PERSISTENCE	No. 86/032,085	No. 4,967,071	Absolute Software Corporation
SELF-HEALING ENDPOINT	No. 87/326,612	No. 5,583,336	Absolute Software Corporation

CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS:

<u>Trademark</u>	<u>Registration No.</u>	<u>Status</u>	<u>Owner</u>
NETMOTION WIRELESS LOCALITY ⁵	TMA863715	Registered Renewal Deadline due Oct 28, 2028	Mobile Sonic, Inc.
NETMOTION ⁶	TMA560359	Registered Renewal Deadline due Apr 18, 2032	Mobile Sonic, Inc.
NETMOTION MOBILITY ⁷	TMA802081	Registered Renewal Deadline due Jul 13, 2026	Mobile Sonic, Inc.

² Current owner on record is NetMotion Software, Inc. Certificate of Merger into Mobile Sonic, Inc. to be recorded.

³ Current owner on record is NetMotion Software, Inc. Certificate of Merger into Mobile Sonic, Inc. to be recorded.

⁴ Current owner on record is NetMotion Software, Inc. Certificate of Merger into Mobile Sonic, Inc. to be recorded.

⁵ Current owner on record is NetMotion Software, Inc. Certificate of Merger into Mobile Sonic, Inc. to be recorded.

⁶ Current owner on record is NetMotion Software, Inc. Certificate of Merger into Mobile Sonic, Inc. to be recorded.

⁷ Current owner on record is NetMotion Software, Inc. Certificate of Merger into Mobile Sonic, Inc. to be recorded.