OP \$740.00 3622642

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM856525

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BeyondTrust Corporation		11/28/2023	Corporation: DELAWARE
eEye Inc.		11/28/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC, as Collateral Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark			
Registration Number:	3622642	APPGRC			
Registration Number:	4581799	BEYONDINSIGHT			
Registration Number:	4184332	BEYONDTRUST			
Registration Number:	3261023	BEYONDTRUST			
Registration Number:	3264859	BEYONDTRUST			
Registration Number:	5257385	BOMGAR CONNECT			
Registration Number:	5266641	BOMGAR INSIGHT			
Registration Number:	5266662	BOMGAR VAULT			
Registration Number:	5262185	BOMGAR VERIFY			
Registration Number:	6654045	ВТ			
Registration Number:	6654046	ВТ			
Registration Number:	5266640	CONNECT FEARLESSLY			
Registration Number:	3102116	EEYE DIGITAL SECURITY			
Registration Number:	4498428	JUMP			
Registration Number:	4418762	JUMP			
Registration Number:	4250651	JUMPOINT			
Registration Number:	3715782	JUMPOINT			
Registration Number:	5354369	LIEBERMAN RED RAPID ENTERPRISE DEFENSE			

Property Type	Number	Word Mark
Registration Number:	5612594	LIEBERMAN RED RAPID ENTERPRISE DEFENSE
Registration Number:	4016739	PASSWORD SAFE
Registration Number:	4180743	POWERBROKER
Registration Number:	2139979	POWERBROKER
Registration Number:	2895197	REM
Registration Number:	6108177	GO BEYOND THE PASSWORD
Serial Number:	97415990	TRUSTED PROTECTOR OF WHAT MATTERS MOST
Serial Number:	97415987	TRUSTED PROTECTOR
Serial Number:	97355288	BEYONDTRUST PLATFORM
Serial Number:	90558245	BEYONDSAAS
Serial Number:	90558243	AVECTO

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2185920 TM
NAME OF SUBMITTER:	Jonathan R. Larson
SIGNATURE:	/Jonathan R. Larson/
DATE SIGNED:	11/28/2023

Total Attachments: 8

source=01. Trademark Security Agreement - BeyondTrust#page2.tif source=01. Trademark Security Agreement - BeyondTrust#page3.tif source=01. Trademark Security Agreement - BeyondTrust#page4.tif source=01. Trademark Security Agreement - BeyondTrust#page5.tif source=01. Trademark Security Agreement - BeyondTrust#page6.tif source=01. Trademark Security Agreement - BeyondTrust#page7.tif source=01. Trademark Security Agreement - BeyondTrust#page8.tif source=01. Trademark Security Agreement - BeyondTrust#page8.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 28, 2023, by BeyondTrust Corporation, a Delaware corporation and eEye Inc., a Delaware corporation (individually, a "Grantor", and, collectively, the "Grantors"), in favor of Alter Domus (US) LLC, as Collateral Agent.

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of November 28, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are 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 Grantors hereby agree with the Collateral Agent as follows:

- SECTION 1. <u>Defined Terms.</u> 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. <u>Grant of Security Interest in Trademark Collateral</u>. 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 all of the following Collateral (excluding any Excluded Assets) of such Grantor (the "Trademark Collateral"):
- (a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto; and
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, that granting a security interest in such Trademark application prior to such filing would impair the enforceability or validity, or result in the voiding, of such Trademark application (or any registration that may issue therefrom) under applicable federal Law.

- SECTION 3. The 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 the Grantors hereby acknowledge and affirm 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 Security Agreement. 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. <u>Termination</u>. This Trademark Security Agreement shall terminate in accordance with, and subject to the terms and conditions set forth in, Section 6.11 of the Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors all documents, instruments, make all filings,

and take all other actions reasonably requested by such Grantor in writing to evidence the release of the Lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. <u>Intercreditor Agreements</u>. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature pages follow.]

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

GRANTOR(S):

BEYONDTRUST CORPORATION,

a Delaware corporation

By: Joseph Rutten
Name: Joseph Rutten

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

EEYE INC., a Delaware corporation

By: Joseph Rutten
Name: Joseph Rutten
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ALTER DOMUS (US) LLC.

as Collateral Agent

By:

Name: Pinju Chiu

Title: Associate Counsel

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Registered Trademarks

Trademark	Jurisdiction	Status	Application Number	Registration Number	Owner Name
APPGRC	U.S. Federal	Registered	77589185 09-OCT-2008	3622642 19-MAY-2009	BeyondTrust Software, Inc.
BEYONDINSIGHT	U.S. Federal	Registered	86070977 20-SEP-2013	4581799 05-AUG-2014	BeyondTrust Software, Inc.
BEYONDTRUST	U.S. Federal	Registered	85405124 23-AUG-2011	4184332 31-JUL-2012	BeyondTrust Software, Inc.
BEYONDTRUST	U.S. Federal	Registered	78964931 31-AUG-2006	3261023 10-JUL-2007	BeyondTrust Software, Inc.
BEYONDTRUST	U.S. Federal	Registered	78964937 31-AUG-2006	3264859 17-JUL-2007	BeyondTrust Software, Inc.
BOMGAR CONNECT	U.S. Federal	Registered	87011002 22-APR-2016	5257385 01-AUG-2017	BeyondTrust Corporation
BOMGAR INSIGHT	U.S. Federal	Registered	86791792 19-OCT-2015	5266641 15-AUG-2017	BeyondTrust Corporation
BOMGAR VAULT	U.S. Federal	Registered	86798843 26-OCT-2015	5266662 15-AUG-2017	BeyondTrust Corporation
BOMGAR VERIFY	U.S. Federal	Registered	87029226 09-MAY-2016	5262185 08-AUG-2017	BeyondTrust Corporation

Trademark	Jurisdiction	Status	Application Number	Registration Number	Owner Name
BT (b)	U.S. Federal	Registered	88238383 21-DEC-2018	6654045 22-FEB-2022	BeyondTrust Corporation
BT	U.S. Federal	Registered	88238391 21-DEC-2018	6654046 22-FEB-2022	BeyondTrust Corporation
CONNECT FEARLESSLY	U.S. Federal	Registered	86791780 19-OCT-2015	5266640 15-AUG-2017	BeyondTrust Corporation
EEYE DIGITAL SECURITY	U.S. Federal	Registered	78521317 22-NOV-2004	3102116 06-JUN-2006	eEye Inc.
JUMP	U.S. Federal	Registered	85251510 25-FEB-2011	4498428 18-MAR-2014	BeyondTrust Corporation
JUMP	U.S. Federal	Registered	77243484 31-JUL-2007	4418762 15-OCT-2013	BeyondTrust Corporation
JUMPOINT	U.S. Federal	Registered	85251508 25-FEB-2011	4250651 27-NOV-2012	BeyondTrust Corporation
JUMPOINT	U.S. Federal	Registered	77233452 19-JUL-2007	3715782 24-NOV-2009	BeyondTrust Corporation
LIEBERMAN RED RAPID ENTERPRISE DEFENSE	U.S. Federal	Registered	87435550 03-MAY-2017	5354369 12-DEC-2017	BeyondTrust Software, Inc.
LIEBERMAN RED RAPID ENTERPRISE DEFENSE	U.S. Federal	Registered	87334251 13-FEB-2017	5612594 20-NOV-2018	BeyondTrust Software, Inc.
PASSWORD SAFE	U.S. Federal	Registered	85007895 06-APR-2010	4016739 23-AUG-2011	BeyondTrust Software, Inc.

Trademark	Jurisdiction	Status	Application Number	Registration Number	Owner Name
POWERBROKER	U.S. Federal	Registered	85380549 25-JUL-2011	4180743 24-JUL-2012	BeyondTrust Software, Inc.
POWERBROKER	U.S. Federal	Registered	75003769 05-OCT-1995	2139979 03-MAR-1998	BeyondTrust Software, Inc.
REM	U.S. Federal	Registered	78186753 19-NOV-2002	2895197 19-OCT-2004	eEye Inc.
GO BEYOND THE PASSWORD	U.S. Federal	Registered	87189483 30-SEP-2016	6108177 21-JUL-2020	BeyondTrust Software, Inc.

2. Trademark Applications

Trademark	Jurisdic- tion	Status	Application Number	Registration Number	Owner Name
TRUSTED PROTECTOR OF WHAT MATTERS MOST	U.S. Fed- eral	Pending	97415990 18-MAY-2022		BeyondTrust Software, Inc.
TRUSTED PROTECTOR	U.S. Federal	Pending	97415987 18-MAY-2022		BeyondTrust Software, Inc.
BEYONDTRUST PLATFORM	U.S. Federal	Pending	97355288 09-APR-2022		BeyondTrust Software, Inc.
BEYONDSAAS	U.S. Fed- eral	Pending	90558245 03-MAR-2021		BeyondTrust Software, Inc.
AVECTO	U.S. Federal	Pending	90558243 03-MAR-2021		BeyondTrust Software, Inc.

TRADEMARK REEL: 008270 FRAME: 0509

RECORDED: 11/28/2023