

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM856669

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of First Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JEFFERIES FINANCE LLC		11/28/2023	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BEYONDTRUST SOFTWARE, INC.		
<b>Street Address:</b>	5090 N. 40th Street, Suite 400		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85018		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3824795	LIEBERMAN SOFTWARE	
<b>Registration Number:</b>	5354369	LIEBERMAN RED RAPID ENTERPRISE DEFENSE	
<b>Registration Number:</b>	5612594	LIEBERMAN RED RAPID ENTERPRISE DEFENSE	
<b>Registration Number:</b>	3040519	LIEBERMAN SOFTWARE CORPORATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3128622200		
<b>Email:</b>	noreen.gosselin@kirkland.com		
<b>Correspondent Name:</b>	Noreen Gosselin		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	300 North LaSalle		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	17697-15		
<b>NAME OF SUBMITTER:</b>	NOREEN GOSSELIN		
<b>SIGNATURE:</b>	/NOREEN GOSSELIN/		
<b>DATE SIGNED:</b>	11/28/2023		
<b>Total Attachments: 6</b>			

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**RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**, dated as of November 28, 2023 (this "Release"), is made by JEFFERIES FINANCE LLC, as Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the "Collateral Agent") in favor of BEYONDTRUST SOFTWARE, INC., a California corporation ("Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

**WITNESSETH**

WHEREAS, Grantor is a party to that certain First Lien Security Agreement, dated as of April 19, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors party thereto and the Collateral Agent;

WHEREAS, in connection with the Security Agreement and pursuant to those certain agreements described on Annex I attached hereto (collectively, the "Trademark Security Agreements"), the Grantor granted security interests to Collateral Agent, for the benefit of the Secured Parties, in the Trademark Collateral (as defined in the Trademark Security Agreements) owned by the Grantor, including without limitation, the trademarks listed on Annex I attached hereto) as security for certain obligations owing by the Grantor to Agent, on behalf of Secured Parties;

WHEREAS, the Trademark Security Agreements were recorded in the U.S. Patent and Trademark Office on the dates and on the reels/frames or volume/document no., as applicable, set forth on Annex I attached hereto;

WHEREAS, Grantor has requested and the Collateral Agent has agreed to terminate and release for itself and on behalf of the Secured Parties, the entirety of its and their security interest in the Trademark Collateral; and

WHEREAS, Grantor has requested and Collateral Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in Trademark Collateral, including the trademark registrations and applications listed in Annex I hereto, together with all corresponding rights included in such trademark registrations and applications granted to the Secured Parties under the Trademark Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby agrees as follows:

**SECTION 1. TERMINATION AND RELEASE**

The Collateral Agent, on behalf of itself and the Secured Parties, hereby **DISCHARGES, TERMINATES, RELEASES, RELINQUISHES, and CANCELS** fully, without recourse, representation or warranty of any kind, its security interest in the Trademark Collateral, including the trademark registrations and applications set forth in Annex I attached hereto, and agrees that any right, title or interest of the Collateral Agent in the Trademark Collateral shall hereby cease and become void. If and to the extent that the Collateral Agent or the Secured Parties have acquired any right, title or interest in, to or under the Patent Collateral, including the trademark registrations and applications listed in Annex I hereto, the undersigned hereby re-transfers, re-conveys and re-assigns to Grantor, without recourse, representation or warranty of

any kind, any and all right, title and interest that the Collateral Agent may have obtained in or to the Trademark Collateral, including the trademark registrations and applications set forth in Annex I attached hereto, under the Security Agreement and the Trademark Security Agreement and any right, title or interest of the Collateral Agent or the Secured Parties in the Trademark Collateral under the Security Agreement and the Trademark Security Agreements shall hereby cease and become void. The Collateral Agent, without recourse, representation or warranty of any kind, hereby terminates and cancels the Trademark Security Agreement. The Collateral Agent hereby authorizes the Grantor (or its designee) to file this Release with the United States Patent and Trademark Office.

#### SECTION 2. RECORDATION

The Collateral Agent hereby authorizes and requests that the USPTO record this Release.

#### SECTION 3. FURTHER ASSURANCES

The Collateral Agent hereby agrees to duly execute and deliver to the Grantor any further documents and to do such other acts that the Grantor (or its respective agents or designees) reasonably requests, at the Grantor's sole cost and expense, in order to confirm this Release and the Grantor's right, title and interest in the Trademark Collateral.

#### SECTION 4. GOVERNING LAW

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

#### SECTION 5. MISCELLANEOUS

This Release may be executed in any number of counterparts, and telecopied signatures (or signatures delivered via electronic mail or "pdf") shall be enforceable as originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.



**JEFFERIES FINANCE LLC,**  
as Collateral Agent

By: *Peter Cucchiara*  
Name: Peter Cucchiara  
Title: Senior Vice President

## ANNEX I

First Lien Trademark Security Agreement dated as of October 3, 2018, by Grantor and Eeye Inc., a Delaware corporation, in favor of Collateral Agent, was recorded with the U.S. Patent and Trademark Office on October 3, 2018 at Reel/Frame 6474/0606.

Trademark	Owner	Registration/Application Number	Registration/Application Date	Status
POWERBROKER	BeyondTrust Software, Inc.	Reg. No. 2,139,979	Reg. Date 03/03/98	Registered in Principal Register
BEYONDTRUST	BeyondTrust Software, Inc.	Reg. No. 3,261,023	Reg. Date 07/10/07	Registered in Principal Register
BEYONDTRUST	BeyondTrust Software, Inc.	Reg. No. 3,264,859	Reg. Date 07/17/07	Registered in Principal Register
APPGRC	BeyondTrust Software, Inc.	Reg. No. 3,622,642	Reg. Date 05/19/09	Registered in Principal Register
POWERBROKER	BeyondTrust Software, Inc.	Reg. No. 3,994,815	Reg. Date 07/12/11	Registered
PASSWORD SAFE	BeyondTrust Software, Inc.	Reg. No. 4,016,739	Reg. Date 08/23/11	Registered
POWERBROKER	BeyondTrust Software, Inc.	Reg. No. 4,180,743	Reg. Date 07/24/12	Registered
BEYONDTRUST	BeyondTrust Software, Inc.	Reg. No. 4,184,332	Reg. Date 07/31/12	Registered
SECURING THE PERIMETER WITHIN	BeyondTrust Software, Inc.	Reg. No. 4,275,212	Reg. Date 01/15/13	Registered
SECURITY IN CONTEXT	BeyondTrust Software, Inc.	Reg. No. 4,526,379	Reg. Date 05/06/14	Registered
BEYONDSAAS	BeyondTrust Software, Inc.	Reg. No. 4,581,636	Reg. Date 08/05/14	Registered
BEYONDINSIGHT	BeyondTrust Software, Inc.	Reg. No. 4,581,799	Reg. Date 08/05/14	Registered
VBAM	BeyondTrust Software, Inc.	Reg. No. 4,757,425	Reg. Date 06/16/15	Registered

Trademark	Owner	Registration/Application Number	Registration/Application Date	Status
VULNERABILITY-BASED APPLICATION MANAGEMENT	BeyondTrust Software, Inc.	Reg. No. 4,805,637	Reg. Date 09/01/15	Registered on Supp Register
CLARITY	BeyondTrust Software, Inc.	Reg. No. 4,831,521	Reg. Date 10/13/15	Registered
 BeyondTrust	BeyondTrust Software, Inc.	Reg. No. 5,055,909	Reg. Date 10/04/16	Registered
VISIBILITY. KNOWLEDGE. ACTION.	BeyondTrust Software, Inc.	Reg. No. 5,055,910	Reg. Date 10/04/16	Registered
 BeyondTrust	BeyondTrust Software, Inc.	Reg. No. 5,175,343	Reg. Date 04/04/17	Registered
VISIBILITY. KNOWLEDGE. ACTION.	BeyondTrust Software, Inc.	Reg. No. 5,175,344	Reg. Date 04/04/17	Registered
Go Beyond the Password	BeyondTrust Software, Inc.	App. No. 87/189,483	App. Date 09/30/16	Application Pending
LUMIGENT	BeyondTrust Software, Inc.	Reg. No. 2,450,244	Reg. Date 05/08/01	Registered
LOG EXPLORER	BeyondTrust Software, Inc.	Reg. No. 2,589,660	Reg. Date 07/02/02	Registered

First Lien Trademark Security Agreement dated as of December 31, 2018, by Grantor in favor of Collateral Agent, was recorded with the U.S. Patent and Trademark Office on January 11, 2019 at Reel/Frame 6569/0701.

Trademark	Owner	Application/Registration Number	Application/Registration Date	Status
LIEBERMAN SOFTWARE and Design	BeyondTrust Software, Inc.	3,824,795	07/27/2010	Registered
LIEBERMAN RED – RAPID ENTERPRISE DEFENSE and Design	BeyondTrust Software, Inc.	5,354,369	12/12/2017	Registered
LIEBERMAN RED – RAPID ENTERPRISE DEFENSE	BeyondTrust Software, Inc.	5,612,594	11/20/2018	Registered
LIEBERMAN SOFTWARE CORPORATION	BeyondTrust Software, Inc.	3,040,519	01/10/2006	Registered