

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI27234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOTO COMMUNICATIONS, INC.		02/05/2024	Corporation: DELAWARE
GoTo Group, Inc.		02/05/2024	Corporation: DELAWARE
GoTo Technologies USA, LLC		02/05/2024	Limited Liability Company: DELAWARE
GRASSHOPPER GROUP, LLC		02/05/2024	Limited Liability Company: MASSACHUSETTS
LastPass US LP		02/05/2024	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Company Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as the Notes Collateral Agent		
Street Address:	60 Livingston Avenue, EP-MN-WS3C		
City:	Saint Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	Other: OHIO		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	4458102	GOTO	
Registration Number:	6373485	GOTO	
Registration Number:	3213853	GOTOASSIST	
Registration Number:	5011014	GOTOASSIST	
Registration Number:	6009478	GOTOCONNECT	
Registration Number:	4748642	GOTOMEET.ME	
Registration Number:	3172020	GOTOMEETING	
Registration Number:	2772971	GOTOMYPC	
Registration Number:	5916902	GOTOROOM	
Registration Number:	5840293	GOTOSTAGE	
Registration Number:	3807572	GOTOTRAINING	
Registration Number:	4401453	GOTOWEBCAST	

OP \$1065.00.00 85891455

Property Type	Number	Word Mark
Registration Number:	3469501	GOTOWEBINAR
Registration Number:	3622883	JOIN
Registration Number:	3995301	JOIN ME
Registration Number:	3995300	JOIN ME
Registration Number:	4036263	JOIN.ME
Registration Number:	3093930	LOGMEIN
Registration Number:	3122094	LOGMEIN RESCUE
Registration Number:	4224444	MY PC
Registration Number:	4572651	OPEN VOICE
Registration Number:	5771530	RESCUEASSIST
Registration Number:	7243267	YOUR GOTO
Registration Number:	3647986	GRASSHOPPER
Registration Number:	4075598	
Registration Number:	5180665	
Registration Number:	4514427	LASTPASS
Registration Number:	5556991	LASTPASS CONNECT
Registration Number:	6015137	LASTPASS MFA
Registration Number:	5007396	THE LAST PASSWORD YOU'LL HAVE TO REMEMBER
Registration Number:	3151604	ALL YOU CAN MEET
Registration Number:	4019561	
Registration Number:	5959066	LOGMEIN
Registration Number:	3823798	ONLINE MEETINGS MADE EASY
Registration Number:	3940455	REMOTE SUPPORT MADE EASY
Registration Number:	3083542	REMOTELYANYWHERE
Registration Number:	3818228	WEBINARS MADE EASY
Registration Number:	5947056	JIVE CLOUD
Registration Number:	3481135	STAY CONNECTED. SOUND MORE PROFESSIONAL.
Registration Number:	3420812	THE ENTREPRENEUR'S PHONE SYSTEM
Registration Number:	4663099	JOIN.ME
Serial Number:	97267744	GOTO

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Khadijah Sampson

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC.

TRADEMARK

REEL: 008346 FRAME: 0444

Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036
ATTORNEY DOCKET NUMBER:	2268133ks
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	02/16/2024

Total Attachments: 9
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NOTES TRADEMARK SECURITY AGREEMENT

This **NOTES TRADEMARK SECURITY AGREEMENT**, dated as of February 5, 2024 (this “**Agreement**”) is made by each company listed on Schedule A hereto (each a “**Grantor**”), in favor of **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as the Notes Collateral Agent for the Notes Secured Parties (in such capacity and together with its successors and assigns, the “**Notes Collateral Agent**”). Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them (including by reference) in the Security Agreement.

WHEREAS, each Grantor is party to a Notes Security Agreement dated as of February 5, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among each Grantor, the other grantors party thereto and the Notes Collateral Agent, pursuant to which each Grantor granted a security interest to the Notes Collateral Agent (for the benefit of the Notes Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement; and

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Notes Collateral Agent (for the benefit of the Notes Secured Parties) pursuant to the Security Agreement, each Grantor hereby grants and pledges to the Notes Collateral Agent (for the benefit of the Notes Secured Parties) a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Assets:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, whether registered or unregistered (including, without limitation, those set forth on Schedule B annexed hereto) and all renewals and extensions thereof, and all rights corresponding thereto;
- (ii) all goodwill of each Grantor’s business connected with the use of and symbolized by any of the foregoing;
- (iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment of any of the foregoing; and
- (iv) all Proceeds and Accessions with respect to any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” trademark or service mark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and 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, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and conditions of which are hereby incorporated by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

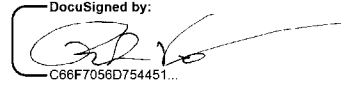
THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR TRADEMARK COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

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

GOTO GROUP, INC.
GOTO TECHNOLOGIES USA, LLC,
each as a Grantor

DocuSigned by:

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By: _____
Name: Richard Veldran
Title: President, Chief Executive Officer and
Treasurer

GOTO COMMUNICATIONS, INC.
GRASSHOPPER GROUP, LLC,
each as a Grantor

By: _____
Name: Michael Donahue
Title: Secretary

LASTPASS US LP,
as a Grantor

By: _____
Name: Patrick Murphy
Title: Secretary

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GOTO GROUP, INC.
GOTO TECHNOLOGIES USA, LLC,
each as a Grantor

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Name: Richard Veldran
Title: President, Chief Executive Officer and
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GOTO COMMUNICATIONS, INC.
GRASSHOPPER GROUP, LLC,
each as a Grantor

By: _____
Name: Michael Donahue
Title: Secretary

DocuSigned by:
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LASTPASS US LP,
as a Grantor

By: _____
Name: Patrick Murphy
Title: Secretary

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

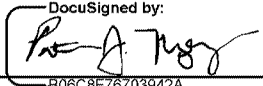
GOTO GROUP, INC.
GOTO TECHNOLOGIES USA, LLC,
each as a Grantor

By: _____
Name: Richard Veldran
Title: President, Chief Executive Officer and
Treasurer

GOTO COMMUNICATIONS, INC.
GRASSHOPPER GROUP, LLC,
each as a Grantor

By: _____
Name: Michael Donahue
Title: Secretary

LASTPASS US LP,
as a Grantor

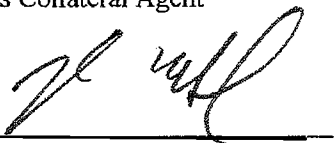
By:  _____
Name: Patrick Murphy
Title: Secretary

DocuSigned by:
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Accepted and Agreed:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as the Notes Collateral Agent

By: _____



Name: Joshua A. Hahn

Title: Vice President

[Signature Page to Notes Trademark Security Agreement (FLSO)]




TRADEMARK
REEL: 008346 FRAME: 0451

**SCHEDULE A TO
TRADEMARK SECURITY AGREEMENT**

1. GoTo Communications, Inc., a Delaware corporation
2. GoTo Group, Inc., a Delaware corporation
3. GoTo Technologies USA, LLC, a Delaware limited liability company
4. GRASSHOPPER GROUP, LLC, a Massachusetts limited liability company
5. LastPass US LP, a Delaware limited partnership

**SCHEDULE B TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations:

Grantor	Mark	Registration Number	Registration Date
GoTo Technologies USA, LLC	GOTO	4458102	Dec 31 2013
GoTo Technologies USA, LLC	GOTO	6373485	Jun 1 2021
GoTo Technologies USA, LLC	GOTOASSIST	3213853	Feb 27 2007
GoTo Technologies USA, LLC	GOTOASSIST	5011014	Aug 2 2016
GoTo Technologies USA, LLC	GOTOCONNECT	6009478	Mar 10 2020
GoTo Technologies USA, LLC	GOTOMEET.ME	4748642	Jun 2 2015
GoTo Technologies USA, LLC	GOTOMEETING	3172020	Nov 14 2006
GoTo Technologies USA, LLC	GOTOMYPC	2772971	Oct 14 2003
GoTo Technologies USA, LLC	GOTOROOM	5916902	Nov 19 2019
GoTo Technologies USA, LLC	GOTOSTAGE	5840293	Aug 20 2019
GoTo Technologies USA, LLC	GOTOTRAINING	3807572	Jun 22 2010
GoTo Technologies USA, LLC	GOTOWEBCAST	4401453	Sep 10 2013
GoTo Technologies USA, LLC	GOTOWEBINAR	3469501	Jul 15 2008
GoTo Technologies USA, LLC	JOIN	3622883	May 19 2009
GoTo Technologies USA, LLC	JOIN ME (& Design COLOR)	3995301	Jul 12 2011
GoTo Technologies USA, LLC	JOIN ME (& Design)	3995300	Jul 12 2011
GoTo Technologies USA, LLC	JOIN.ME	4036263	Oct 4 2011
GoTo Technologies USA, LLC	LOGMEIN	3093930	May 16 2006
GoTo Technologies USA, LLC	LOGMEIN RESCUE	3122094	Jul 25 2006
GoTo Technologies USA, LLC	MY PC (& Design)	4224444	Oct 16 2012
GoTo Technologies USA, LLC	OPEN VOICE	4572651	Jul 22 2014
GoTo Technologies USA, LLC	RESCUEASSIST	5771530	Jun 4 2019
GoTo Technologies USA, LLC	YOUR GOTO	7243267	Dec 12 2023
GRASSHOPPER GROUP, LLC	GRASSHOPPER	3647986	Jun 30 2009
GRASSHOPPER GROUP, LLC		4075598	Dec 27 2011
LastPass US LP		5180665	Apr 11 2017
LastPass US LP	LASTPASS	4514427	Apr 15 2014
LastPass US LP	LASTPASS CONNECT	5556991	Sep 4 2018
LastPass US LP	LASTPASS MFA	6015137	Mar 17 2020
LastPass US LP	THE LAST PASSWORD YOU'LL HAVE TO REMEMBER	5007396	Jul 26 2016
GoTo Group, Inc.	ALL YOU CAN MEET	3151604	Oct 3 2006
GoTo Group, Inc.		4019561	Aug 30 2011
GoTo Group, Inc.	LOGMEIN	5959066	Jan 14 2020
GoTo Group, Inc.	ONLINE MEETINGS MADE EASY	3823798	Jul 27 2010

Grantor	Mark	Registration Number	Registration Date
GoTo Group, Inc.	REMOTE SUPPORT MADE EASY	3940455	Apr 5 2011
GoTo Group, Inc.	REMOTELYANYWHERE	3083542	Apr 18 2006
GoTo Group, Inc.	WEBINARS MADE EASY	3818228	Jul 13 2010
GoTo Communications, Inc.	JIVE CLOUD	5947056	Dec 31 2019
GRASSHOPPER GROUP, LLC	STAY CONNECTED. SOUND MORE PROFESSIONAL.	3481135	Aug 5 2008
GRASSHOPPER GROUP, LLC	THE ENTREPRENEUR'S PHONE SYSTEM	3420812	Apr 29 2008
GoTo Technologies USA, LLC	JOIN.ME	4663099	Dec 30 2014

Trademark Applications:

Grantor	Mark	Serial Number	Filing Date
GoTo Technologies USA, LLC	GOTO	97267744	Feb 15 2022