

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GFI SOFTWARE DEVELOPMENT LIMITED		07/16/2012	CORPORATION: MALTA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	270 PARK AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85591502	GFI CLOUD	
Serial Number:	85591461	MAILINSIGHTS	
Serial Number:	85591396	MAX CLOUD	
Serial Number:	85591442	MON.ITOR.US	
Serial Number:	85591484	CLOUDMONITOR	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		

OP \$140.00 85591502

ATTORNEY DOCKET NUMBER:	38033
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	07/17/2012
Total Attachments: 7 source=38033 (REVISED)#page1.tif source=38033 (REVISED)#page2.tif source=38033 (REVISED)#page3.tif source=38033 (REVISED)#page4.tif source=38033 (REVISED)#page5.tif source=38033 (REVISED)#page6.tif source=38033 (REVISED)#page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of July 16, 2012 (this "Agreement"), among GFI Software Development Limited, a company registered and incorporated in Malta with Registration Number C 16485 and having its registered office at 'GFI House' San Andrea Street, San Gwann, SGN 1612, Malta (the "Grantor") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of September 14, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, the Lenders party thereto and JPMCB, as Administrative Agent and (b) the U.S. Collateral Agreement dated as of September 14, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the Grantor and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have extended, and have agreed to extend, credit to the Borrower on the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower under the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

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, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, or to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all letters patent of the United States of America, all registrations and recordings thereof and all applications for letters patent of the United States of America, including registrations and recordings and pending applications in the United States Patent and Trademark Office (the "PTO");

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registrations and recording applications filed in connection therewith, including registrations, recordings and applications in the PTO, and all extensions or renewals thereof, including, in the case of the Grantor, any of those set forth next to its name on Schedule II, but excluding any U.S. intent-to-use application, unless and until a State of Use or Amendment to Allege Use has been accepted by the PTO;

(d) all goodwill associated therewith or symbolized thereby; and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are 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 Patent and 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.

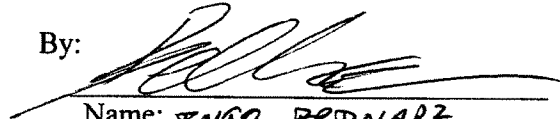
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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

GFI SOFTWARE DEVELOPMENT
LIMITED

By:



Name: ENZO BEDNAREK
Title: GC & SECRETARY

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

by

A handwritten signature in black ink, appearing to be "Justin B. Kelley", written over a horizontal line.

Name: Justin B. Kelley
Title: Vice President

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

[[3357512]]

TRADEMARK
REEL: 004823 FRAME: 0163

SCHEDULE I

Patents

U.S. Patents

None.

U.S. Patent Registrations

None.

U.S. Patent Applications

None.

SCHEDULE II

Trademarks

U.S. Trademark Registrations

None.

U.S. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>App. No.</u>	<u>Date Filed</u>
GFI Software Development Ltd	GFI Cloud	85591502	04/06/2012
GFI Software Development Ltd	Mailinsights	85591461	04/06/2012
GFI Software Development Ltd	Max Cloud	85591396	04/06/2012
GFI Software Development Ltd	MON.ITOR.US	85591442	04/06/2012
GFI Software Development Ltd	Cloud Monitor	85591484	04/06/2012