

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SugarSync, Inc.		11/18/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Fifth Street Finance Corp.		
Street Address:	10 Bank Street		
Internal Address:	12th Floor		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3220738	SHARPCAST	
Registration Number:	3722938	SUGARSYNC	
Registration Number:	3577503	SUGARSYNC	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	59005-30020		

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NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	11/19/2013
<p>Total Attachments: 8</p> <p>source=FifthStreet_SugarSync_Patent and Trademark Security Agreement (executed 11.18.13)#page1.tif</p> <p>source=FifthStreet_SugarSync_Patent and Trademark Security Agreement (executed 11.18.13)#page2.tif</p> <p>source=FifthStreet_SugarSync_Patent and Trademark Security Agreement (executed 11.18.13)#page3.tif</p> <p>source=FifthStreet_SugarSync_Patent and Trademark Security Agreement (executed 11.18.13)#page4.tif</p> <p>source=FifthStreet_SugarSync_Patent and Trademark Security Agreement (executed 11.18.13)#page5.tif</p> <p>source=FifthStreet_SugarSync_Patent and Trademark Security Agreement (executed 11.18.13)#page6.tif</p> <p>source=FifthStreet_SugarSync_Patent and Trademark Security Agreement (executed 11.18.13)#page7.tif</p> <p>source=FifthStreet_SugarSync_Patent and Trademark Security Agreement (executed 11.18.13)#page8.tif</p>	

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of November 18, 2013, is entered into by and between SUGARSYNC, INC., a California corporation (the “Grantor”) and FIFTH STREET FINANCE CORP. (the “Assignee”), as Administrative Agent pursuant to that certain Credit Agreement, dated as of November 18, 2013, among the Assignee, the Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Credit Agreement, as applicable.

WHEREAS, pursuant to the Credit Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Patents and Trademarks set forth on Schedules A and B hereto, respectively.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Credit Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Credit Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Patents and Trademarks, whether owned or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations.

(b) For the purposes of this Agreement, “Patents” means (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill of Grantor’s business associated therewith, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A hereto, (iii) all rights to obtain any reissues or extensions of the foregoing, and (iv) all proceeds of the foregoing (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

(c) Schedule A hereto contains a true and accurate list of all of Grantor’s United States Patents.

(d) For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of Grantor’s business associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection

therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule B hereto (but in any event excluding any intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under Federal law), (ii) the right to obtain all renewals thereof, and (iii) all proceeds of the foregoing (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

(e) Schedule B hereto contains a true and accurate list of all of Grantor's United States applications and registrations for the Trademarks.

(f) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Credit Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or privileges provided for in this Agreement, in the Credit Agreement, any other Loan Document, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Assignee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedules A or B hereto, to add any right, title or interest in any Patent or Trademark, respectively, owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Patent or Trademark, respectively, in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent or Trademark, respectively, to the security interest and perfection created or contemplated hereby or by the Credit Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission of a PDF), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

SUGARSYNC, INC.

By: 

Name:

Title:

ASSIGNEE:

FIFTH STREET FINANCE CORP.,
as Administrative Agent

By: _____

Name:

Title:

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK

REEL: 005156 FRAME: 0972

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.


GRANTOR:

SUGARSYNC, INC.

By: _____
Name:
Title:

ASSIGNEE:

FIFTH STREET FINANCE CORP.,
as Administrative Agent

By:  _____
Name:
Title:

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005156 FRAME: 0973

SCHEDULE A TO PATENT AND TRADEMARK SECURITY AGREEMENT

REGISTRATIONS AND APPLICATIONS FOR PATENTS

Issued U.S. Patents:

No.	Grantor	Patent Number / Serial Number	Date Issued	Date Filed	Patent Title
1.	SugarSync, Inc.	20130151596 / 13757024	6/13/2013	2/1/2013	METHOD AND APPARATUS FOR A FILE SHARING AND SYNCHRONIZATION SYSTEM
2.	SugarSync, Inc.	8370298 / 12928998	2/5/2013	12/23/2010	METHOD AND APPARATUS FOR A FILE SHARING AND SYNCHRONIZATION SYSTEM
3.	SugarSync, Inc.	8019900 / 12383387	5/10/2012	3/24/2009	OPPORTUNISTIC PEER- TO-PEER SYNCHRONIZATION IN A SYNCHRONIZATION SYSTEM
4.	SugarSync, Inc.	7885925 / 12157772	2/8/2011	6/13/2008	METHOD AND APPARATUS FOR A FILE SHARING AND SYNCHRONIZATION SYSTEM
5.	SugarSync, Inc.	7796779 / 11636358	9/14/2010	12/8/2006	EFFICIENT SYNCHRONIZATION OF CHANGES TO IMAGES

U.S. Patent Applications:

No.	Grantor	Application Number	Filing Date	Title
1.	SugarSync, Inc.	12/077,533	March 19, 2008	METHOD FOR DISPLAYING FILES FROM A PLURALITY OF DEVICES IN A MULTI-VIEW INTERFACE AND FOR ENABLING OPERATION TO BE PERFORMED ON SUCH FILES THROUGH SUCH INTERFACE
2.	SugarSync, Inc.	12/383,693	March 26, 2009	SYSTEM AND METHOD FOR MULTI-TIER SYNCHRONIZATION`
3.	SugarSync, Inc.	12/799,832	May 3, 2010	USER INTERFACE FOR MANAGING AND VIEWING SYNCHRONIZATION SETTINGS IN A SYNCHRONIZATION SYSTEM
4.	SugarSync, Inc.	13/571,512	August 10, 2012	SYSTEM, METHOD, AND COMPUTER PROGRAM FOR ENABLING A USER TO ACCESS AND EDIT VIA A VIRTUAL DRIVE OBJECTS SYNCHRONIZED TO A PLURALITY OF SYNCHRONIZATION CLIENTS
5.	SugarSync, Inc.	13/571,564	August 10, 2012	SYSTEM, METHOD, AND COMPUTER PROGRAM FOR ENABLING A USER TO SYNCHRONIZE, MANAGE, AND SHARE FOLDERS ACROSS A PLURALITY OF CLIENT DEVICES AND A SYNCHRONIZATION SERVER

SCHEDULE B TO PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. REGISTERED AND PENDING TRADEMARKS:

No.	Grantor	Trademark	Application Number	Application Date	Registration Number	Registration Date
1.	SUGARSYN C, INC.	SHARPCAST	75684475	8/3/2005	3220738	3/20/2007
2.	SUGARSYN C, INC.	SUGARSYNC	77321602	11/5/2007	3722938	12/8/2009
3.	SUGARSYN C, INC.	SUGARSYNC	77321588	11/5/2007	3577503	2/17/2009