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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM306223

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Digicert, Inc.		06/02/2014	CORPORATION: UTAH	

#### **RECEIVING PARTY DATA**

Name:	Fifth Street Finance Corp.	
Street Address:	10 Bank Street	
City:	White Plains	
State/Country:	NEW YORK	
Postal Code:	10606	
Entity Type:	CORPORATION: DELAWARE	

## **PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	4234789	CLICKID
Registration Number:	3961174	
Registration Number:	3886028	IT'S GOODREALLY GOOD
Registration Number:	3924222	SSL DONE RIGHT
Registration Number:	3924221	REAL CUSTOMER SUPPORTREALLY
Registration Number:	2988043	DIGICERT
Registration Number:	2855347	DIGICERT
Registration Number:	3759885	YOUR SUCCESS IS BUILT ON TRUST
Registration Number:	3974773	CLICKID
Registration Number:	3556797	DIGICERT
Serial Number:	86160251	WILDCARD PLUS
Serial Number:	86188091	DIRECTASSURED
Serial Number:	86185525	DIRECT CERT PORTAL

#### **CORRESPONDENCE DATA**

**Fax Number:** 6508134848

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:** 650-813-4800

**Email:** patents@dechert.com

Correspondent Name: Dechert LLP

TRADEMARK

900290823 REEL: 005293 FRAME: 0121

Address Line 1: Address Line 4:	2440 W. El Camino Real, Suite 700 Mountain View, CALIFORNIA 94040-1499		
ATTORNEY DOCKET NUMBER:	390581-135237		
NAME OF SUBMITTER:	Thomas Cockriel		
SIGNATURE:	/Thomas Cockriel/		
DATE SIGNED:	06/02/2014		
Total Attachments: 7 source=5 - Trademark Security Agreement - executed copy#page1.tif source=5 - Trademark Security Agreement - executed copy#page2.tif source=5 - Trademark Security Agreement - executed copy#page3.tif			

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#### TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of June 2, 2014, is entered into by and between **DIGICERT, INC.**, a Utah corporation (the "Grantor") and **FIFTH STREET FINANCE CORP.** (the "Assignee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of the date hereof, among the Assignee, Grantor, **DIGICERT HOLDINGS, INC.**, a Delaware corporation ("Holdings"), and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Second Lien Credit Agreement, dated as of the date hereof, among Holdings, Grantor, Assignee and the Lenders party thereto (as amended, restated, amended and restated, supplemented, restructured 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 Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

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. <u>Grant of Security Interest.</u>

- Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever 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. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: (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 associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. 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 A hereto, and (ii) the right to obtain all renewals thereof.
- (b) <u>Schedule A</u> hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof. <u>Schedule B</u> hereto contains a true and accurate list of all of Grantor's Internet domain names existing as of the date hereof.

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(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral 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. In connection with 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 Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor that is Collateral or to delete any reference to any right, title or interest in any Trademarks 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 Trademark that is Collateral to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

#### 3. Recordation.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Assignee.

#### 4. 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 WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

#### 5. <u>Counterparts</u>.

This Agreement may be executed in counterparts (and by different parties hereto in 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 to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

#### 6. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

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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:** 

DIGICERT, INC.

Name: Nicholas Hales

Title: President and Chief Executive Officer

Address of Grantor:

2600 Executive Parkway, Suite 500

Lehi, Utah 84043

Attention: John Merrill

Facsimile No.: (801) 471-2811 E-mail: john.merrill@digicert.com

#### ASSIGNEE:

### FIFTH STREET FINANCE CORP.,

as Administrative Agent

By: Fifth Street Management LLC,

a Delaware limited liability company,

its agent

Ву:

Name:

Ivelin M. Dimitrov

Title:

Chief Investment Officer

Address of Assignce:

10 Bank Street

White Plains, NY 10606

Attn: General Counsel

Email: pm@fifthstreetfinance.com

[Signature Page to Trademark Security Agreement]

# Schedule A to TRADEMARK SECURITY AGREEMENT

# Registered Trademarks and Trademark Applications

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
ClickID	85/327187	5/23/2011	4234789	10/30/2012
9	85/120002	8/31/2010	3961174	5/17/2011
It's GoodReally Good	85/017478	4/19/2010	3886028	12/7/2010
SSL Done Right	85/017446	4/19/2010	3924222	2/22/2011
Real Customer Support Really	85/017423	4/19/2010	3924221	2/22/2011
DIGICERT	78/246061	5/6/2003	2988043	8/23/2005
DIGICERT	78/245909	5/5/2003	2855347	6/15/2004
Your Success Is Built On Trust	77/605335	10/31/2008	3759885	3/16/2010
CLICKID	77/009958	9/28/2006	3974773	6/7/2011
Odigicert	77/475892	5/15/2008	3556797	1/6/2009
WildCard Plus	86160251	1/8/2014	n/a	n/a
DirectAssured	86188091	2/7/2014	n/a	n/a
Direct Cert Portal	86185525	2/5/2014	n/a	n/a

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#### Schedule B to TRADEMARK SECURITY AGREEMENT

#### **Internet Domain Names**

CLICKID.COM DIGICERTEURO.COM EVSSLCERTIFICATES.COM
CLICKID.NET DIGICERTEV.COM EVSSLCERTIFICATES.ORG
CLICKID.US DIGICERTEVSSL.COM EVSSLCERTS.MOBI

CLICKIDSUCKS.COM DIGICERTGLOBAL.COM EXTENDEDVALIDATIONCERTIFIC

CLICKSEEN.COM DIGICERTGRID.COM ATE.MOBI

D1G1CERT.COM DIGICERTS.INFO EXTENDEDVALIDATIONCERTIFIC

D1GICERT.COM DIGICERTS.NET ATES.MOBI

DGIERT.COM DIGICERTSECURED.COM EXTENDEDVALIDATIONSSL.MOBI DIG1CERT.COM DIGICERTSECURED.NET SECURE-SOCKETS-LAYER.COM DIGICART.BIZ DIGICERTSSL.COM SECURE-SOCKETS-LAYER.NET DIGICART.COM DIGICERTSSL.MOBI SMIME-CERTIFICATE.COM **DIGICART.US** DIGICERTSSL.NET SMIME-CERTIFICATES.COM DIGICERT-GRID.COM DIGICERTSUCKS.COM SMIME-SSL-CERTIFICATE.COM DIGICERT.ASIA DIGICERTUCC.COM SMIME-SSL-CERTIFICATES.COM DIGICERT.BE DIGICERTUCSSL.COM SMIMECERTIFICATE.COM DIGICERT.BIZ DIGIDOMAINS.BIZ SMIMECERTIFICATES.COM DIGICERT.CC DIGIDOMAINS.COM SMIMESECURE.COM

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DIGICERT.CO.UK DIGISSL.COM DIGICERT.COM DIGISSL.NET SSLASSISTANT.COM DIGICERT.COM.TW DIGITRACK.COM SSLWILDCARD.COM DIGICERT.EU DIGJCERT.COM SSLWILDCARD.NET DIGICERT.MOBI DIGLCERT.COM SSLWILDCARD.US DIGICERT.NET DIQLCERT.COM SWIFTCERT.COM DIGICERT.NET.CN DJGICERT.COM SWIFTCERT.NET DIGICERT.ORG.CN DIGICERT.COM SWIFTCERTCA.COM DIGICERT.ORG.UK DLGICERT.COM SWIFTSSL.COM DIGICERT.PRO DLGLCERT.COM SWIFTSSL.NET DIGICERT.TV **DLQICERT.COM** SWIFTSSLCA.COM DIGICERT.TW DLQLCERT.COM UCCERTIFICATE.COM DIGICERT.US EUSSL.COM UCCERTIFICATES.COM

DIGICERT.WS EV-SSL-CERTIFICATES.COM UCCERTS.COM
DIGICERT.XXX EV-SSL-CERTIFICATES.ORG UCSSL.COM

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DIGICERTCAB.COM EVCODESIGNING.COM UNIFIEDCOMMUNICATIONSCERTIFICATES.C

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RECORDED: 06/02/2014