

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM584829

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT FIRST LIEN

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rook Security, LLC		07/03/2020	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA, as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	86370720	ROOK SECURITY
Serial Number:	86294881	ROOK
Serial Number:	86291363	OPS8
Serial Number:	86238119	OUTCOME-FOCUSED SECURITY
Serial Number:	86213197	SMOKE JUMPERS
Serial Number:	86139419	SECURITY RESOURCE THROTTLING
Serial Number:	86125188	TIER 2 CONTROLS
Serial Number:	86125174	VISIBILITY. INTELLIGENCE. RESPONSE.
Serial Number:	86094139	SECURITY PROCESS INTEGRATION
Serial Number:	86094125	TIER 1 CONTROLS
Serial Number:	86094109	ASSESS.IMPROVE.OPERATE.
Serial Number:	86903026	FORCE
Serial Number:	86783412	APEX PREDATOR
Serial Number:	86695433	
Serial Number:	86553313	IN JCTF
Serial Number:	86529666	TRUST RESTORATION FRAMEWORK
Serial Number:	86468635	DOMAINWATCH
Serial Number:	86376685	BLACK TEAM
Serial Number:	86376683	PURPLE TEAM

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86138509	CIRCLECITYCON

CORRESPONDENCE DATA

Fax Number: 2127514864
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: 2129061209
Email: jessica.bajada-silva@lw.com
Correspondent Name: LATHAM & WATKINS LLP,C/O J. Bajada-Silva
Address Line 1: 885 Third Ave
Address Line 4: New York City, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	049646-0505
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	07/06/2020

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”), dated as of July 3, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Goldman Sachs Bank USA, acting through one or more of its branches or any Affiliate thereof (“*Goldman*”), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Sophos Intermediate II Limited, formerly known as Surf Intermediate II Limited, a private limited liability company incorporated under the laws of England & Wales with registered number 12250191 (“*Intermediate Holdings*”), Sophos Holdings, LLC, formerly known as Surf Holdings, LLC, a Delaware limited liability company (the “*U.S. Borrower*”), Sophos Holdings S.à r.l., formerly known as Surf Holdings S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg (the “*Lux Borrower*” and, together with the U.S. Borrower, each, a “*Borrower*”), each other Borrower from time to time party thereto, Sophos Intermediate I Limited, formerly known as Surf Intermediate I Limited, a private limited liability company incorporated under the laws of England & Wales with registered number 12249998 (“*Holdings*”), Sophos Services Limited, formerly known as Surf Buyer Limited, a private limited liability company incorporated under the laws of England & Wales with registered number 12250503 (“*Bidco*”), each lender from time to time party thereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and Goldman, as administrative agent and Collateral Agent, entered into that certain Senior Secured First Lien Credit Agreement, dated as of March 5, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement, dated as of March 5, 2020 made by the grantors party thereto from time to time to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Unless otherwise defined herein, or the context otherwise requires, terms used in this IP Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following, except for any Excluded Property (the "*Collateral*"), whether now existing or hereafter arising or acquired from time to time:

(i) all Trademarks, including the registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby (but excluding any intent-to-use Trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable federal law);

(ii) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(iii) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, and the right, but not the obligation, to sue for and collect, or otherwise recover, such damages and injunctive relief; and

(v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 7. Governing Law, Jurisdiction, Etc.; Waiver of Jury Trial. Sections 10.16 (*Governing Law; Jurisdiction; Etc.*) and 10.17 (*Waiver of Jury Trial*) of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

[*Signature page to follow*]

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

INVINCEA, INC.
REFLEXION NETWORKS, INC.
ROOK SECURITY, LLC
SOPHOS INC.

By


Name: Jeffrey Gold

Title: President

SOPHOS LIMITED

By 


Name: Stuart Fillingham

Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006990 FRAME: 0642


GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 
Name: Gabriel Jacobson
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006990 FRAME: 0643

Schedule A

<u>Record Owner</u>	<u>Trademark Name</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Invincea, Inc.	INVINCEA	85029830	5/4/2010	3893547	12/21/2010
Reflexion Networks, Inc.	ADDRESS-ON-THE-FLY	77132172	3/15/2007	3709108	11/10/2009
Rook Security, LLC	ROOK SECURITY	86370720	8/19/2014	4696005	3/3/2015
Rook Security, LLC	ROOK	86294881	5/29/2014	4698757	3/10/2015
Rook Security, LLC	OPS8	86291363	5/25/2014	4722567	4/21/2015
Rook Security, LLC	OUTCOME-FOCUSED SECURITY	86238119	4/1/2014	4624974	10/21/2014
Rook Security, LLC	SMOKE JUMPERS	86213197	3/6/2014	4613820	9/30/2014
Rook Security, LLC	SECURITY RESOURCE THROTTLING	86139419	12/10/2013	4519566	4/22/2014
Rook Security, LLC	TIER 2 CONTROLS	86125188	11/21/2013	4556005	6/24/2014
Rook Security, LLC	VISIBILITY. INTELLIGENCE. RESPONSE.	86125174	11/21/2013	4543597	6/3/2014
Rook Security, LLC	SECURITY PROCESS INTEGRATION	86094139	10/17/2013	4519529	4/22/2014
Rook Security, LLC	TIER 1 CONTROLS	86094125	10/17/2013	4,555,237	6/24/2014
Rook Security, LLC	ASSESS.IMPROVE.OPERATE.	86-094109	10/17/2013	4537582	5/27/2014
Rook Security, LLC	FORCE	86903026	2/10/2016	5159046	3/14/2017
Rook Security, LLC	APEX PREDATOR	86783412	10/9/2015	5034845	9/6/2016
Rook Security, LLC		86695433	7/16/2015	4922300	3/22/2016
Rook Security, LLC	IN JCTF	86553313	3/4/2015	5023382	8/16/2016
Rook Security, LLC	TRUST RESTORATION FRAMEWORK	86529666	2/10/2015	5029623	8/30/2016
Rook Security, LLC	DOMAINWATCH	86468635	12/2/2014	4980054	6/14/2016
Rook Security, LLC	BLACK TEAM	86376685	8/26/2014	4842497	10/27/2015
Rook Security, LLC	PURPLE TEAM	86376683	8/26/2014	4864136	12/1/2015

<u>Record Owner</u>	<u>Trademark Name</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Rook Security, LLC	CIRLECITYCON	86138509	12/9/2013	4568002	7/15/2014
Sophos Inc.	MOJAVE	86109314	11/4/2013	4551507	6/17/2014
Sophos Limited	SOPHOS	87254301	12/1/2016	5191406	4/25/2017
Sophos Limited	SAFEGUARD	88692072	11/14/2019		
Sophos Limited	SOPHOSLABS INTELIX	88692079	11/14/2019		
Sophos Limited	SAFEGUARD ENTERPRISE	88460985	6/5/2019	5948622	12/31/2019
Sophos Limited	SOPHOS XSTREAM	88175851	10/31/2018		
Sophos Limited	XSTREAM	88175854	10/31/2018		
Sophos Limited	CYBERSECURITY MADE SIMPLE 	87940363	5/29/2018		
Sophos Limited	SOPHOS HOME CYBERSECURITY MADE SIMPLE Sophos Home <small>Cybersecurity made simple.</small>	87909335	5/6/2018		
Sophos Limited	SOPHOS SECURITY MADE SIMPLE SOPHOS <small>Security made simple.</small>	87737736	12/29/2017	5683400	2/26/2019
Sophos Limited	SOPHOS SAFEGUARD	87655253	10/23/2017	5485621	6/5/2018
Sophos Limited	SECURITY MADE SIMPLE	87471985	6/1/2017		
Sophos Limited	SOPHOS INTERCEPT X	87369954	3/14/2017	5677529	2/19/2019

<u>Record Owner</u>	<u>Trademark Name</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Sophos Limited	SOPHOS PHISH THREAT	87313443	1/25/2017	5408791	2/20/2018
Sophos Limited	SOPHOS	87313457	1/25/2017	5232715	6/27/2017
Sophos Limited	S 	87311329	1/24/2017	5232711	6/27/2017
Sophos Limited	SOPHOS	87254296	12/1/2016	5449427	4/17/2018
Sophos Limited	SOPHOS	87254299	12/1/2016	5292901	9/19/2017
Sophos Limited	SOPHOS	87254302	12/1/2016	5191407	4/25/2017
Sophos Limited	INTERCHECK	87226491	11/4/2016	5171688	3/28/2017
Sophos Limited	S 	87216023	10/26/2016	5226950	6/20/2017
Sophos Limited	S 	87216043	10/26/2016	5226951	6/20/2017
Sophos Limited	S 	87216051	10/26/2016	5176521	4/4/2017
Sophos Limited	S	86668523	6/19/2015	5230226	6/27/2017

<u>Record Owner</u>	<u>Trademark Name</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
					
Sophos Limited	SOPHOS CLOUD OPTIX	88361184	3/28/2019		
Sophos Limited	SOPHOS	87147147	8/23/2016	5208154	5/23/2017
Sophos Limited	SOPHOS	87147155	8/23/2016	5208155	5/23/2017
Sophos Limited	SECURITY MADE SIMPLE	87147170	8/23/2016	5171012	3/28/2017
Sophos Limited	SECURITY MADE SIMPLE	87147173	8/23/2016	5171013	3/28/2017
Sophos Limited	SECURITY MADE SIMPLE	87147167	8/23/2016	5171011	3/28/2017
Sophos Limited	SOPHOS SECURITY MADE SIMPLE	87062528	6/7/2016	5203297	5/16/2017
Sophos Limited	SOPHOS	87001837	4/15/2016	5068735	10/25/2016
Sophos Limited	SOPHOS	87001838	4/15/2016	5068736	10/25/2016
Sophos Limited	SOPHOS MSP CONNECT	87975045	4/14/2016	5111411	12/27/2016
Sophos Limited	SOPHOS	87000295	4/14/2016	5068725	10/25/2016
Sophos Limited	SOPHOS MSP CONNECT	87000322	4/14/2016	5188185	4/18/2017
Sophos Limited	SOPHOS	86971184	4/11/2016	5068699	10/25/2016
Sophos Limited	SOPHOS	86971408	4/11/2016	5068702	10/25/2016

<u>Record Owner</u>	<u>Trademark Name</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Sophos Limited	SECURITY HEARTBEAT	86757110	9/15/2015	5200761	5/9/2017
Sophos Limited	SECURITY HEARTBEAT	86757102	9/15/2015	5200760	5/9/2017
Sophos Limited	SECURITY MADE SIMPLE.	86668538	6/19/2015	5188998	4/25/2017
Sophos Limited	NAKED SECURITY	85328430	5/24/2011	4093462	1/31/2012
Sophos Limited	ZOMBIEALERT	78647353	6/9/2005	3303754	10/2/2007
Sophos Limited	SAV	76977370	2/19/2003	3057052	2/7/2006
Sophos Limited	SAV	76491698	2/19/2003	3436508	5/27/2008
Sophos Limited	SOPHOS ANTI-VIRUS	76491699	2/19/2003	2975128	7/26/2005
Sophos Limited	PUREMESSAGE	78176344	10/20/2002	2915137	12/28/2004
Sophos Limited	ASTARO	76307373	8/30/2001	2723342	6/10/2003
Sophos Limited	SOPHOS	74481271	1/24/1994	1900426	6/20/1995
Sophos Limited	SOPHOS CENTRAL	86944881	3/18/2016	5116026	1/3/2017
Sophos Limited	SOPHOS CENTRAL	86944883	3/18/2016	5116027	1/3/2017