

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM606007

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Intellectual Property Security Agreement Supplement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Barracuda Networks, Inc.		10/30/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Bank USA, as Collateral Agent		
<b>Street Address:</b>	200 West Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77607060	MANAGED WORKPLACE	
<b>Serial Number:</b>	76477005	MANAGED WORKPLACE	
<b>Serial Number:</b>	87414147	P	
<b>Serial Number:</b>	85497462	PHISHLINE	
<b>Serial Number:</b>	87414124	PHISHLINE	
<b>Serial Number:</b>	87573371	CLICK THINKING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<i>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.</i>			
<b>Phone:</b>	2129061209		
<b>Email:</b>	JESSICA.BAJADA-SILVA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP, C/O JESSICA BAJADA-SILVA		
<b>Address Line 1:</b>	885 THIRD AVE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	049646-0418		
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Silva		
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Silva		
<b>DATE SIGNED:</b>	10/30/2020		

OP \$165.00 77607060

**Total Attachments: 8**

source=Barracuda - First Lien Intellectual Property Security Agreement Supplement [Executed]#page1.tif

source=Barracuda - First Lien Intellectual Property Security Agreement Supplement [Executed]#page2.tif

source=Barracuda - First Lien Intellectual Property Security Agreement Supplement [Executed]#page3.tif

source=Barracuda - First Lien Intellectual Property Security Agreement Supplement [Executed]#page4.tif

source=Barracuda - First Lien Intellectual Property Security Agreement Supplement [Executed]#page5.tif

source=Barracuda - First Lien Intellectual Property Security Agreement Supplement [Executed]#page6.tif

source=Barracuda - First Lien Intellectual Property Security Agreement Supplement [Executed]#page7.tif

source=Barracuda - First Lien Intellectual Property Security Agreement Supplement [Executed]#page8.tif

**FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (“**IP Security Agreement Supplement**”) dated October 30, 2020, is made by the Person listed on the signature page hereof (the “**Grantor**”) in favor of Goldman Sachs Bank USA (“**GS**”), 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, BARRACUDA HOLDINGS, LLC., a Delaware limited liability company (“**Holdings**”), PROJECT DEEP BLUE MERGER CORP., a Delaware corporation (“**Merger Sub**”, and before the consummation of the Merger (as defined in the Credit Agreement), the “**Borrower**”), BARRACUDA NETWORKS, INC., a Delaware corporation (“**Barracuda**”, and after the consummation of the Merger, the “**Borrower**”), each lender from time to time party hereto (collectively, the “**Lenders**” and individually, a “**Lender**”), and GS, as administrative agent and Collateral Agent, entered into that certain Senior Secured First Lien Credit Agreement dated as of February 12, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

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 February 12, 2018, made by the grantors party thereto from time to time (the “**Grantors**”) to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) and that certain Intellectual Property Security Agreement dated as of February 12, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, except for any Excluded Property (the “**Additional Collateral**”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “**Trademarks**”);

(iii) the copyright registrations and applications set forth in Schedule C hereto (the “**Copyrights**”);

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

(v) all 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, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) 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 foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

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

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Additional 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 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

BARRACUDA NETWORKS, INC.

By



Name: Dusting Diggs

Title: Chief Financial Officer

## PATENTS

Owner	Patent Title	Country	Status	Filed Date	App No.	Grant Date	Patent No.
Barracuda Networks, Inc.	Software service to facilitate organizational testing of employees to determine their potential susceptibility to phishing scams	U.S. Federal	Issued	07/03/2013	13934850	12/29/2015	9224117
Barracuda Networks, Inc.	Software service to facilitate organizational testing of employees to determine their potential susceptibility to phishing scams	U.S. Federal	Issued	14945085	11/18/2015	01/30/2018	9881271
Barracuda Networks, Inc.	Social engineering simulation workflow appliance	U.S. Federal	Issued	02/04/2016	15015482	07/04/2017	9699207
Barracuda Networks, Inc.	Social engineering simulation workflow appliance	U.S. Federal	Issued	06/01/2017	15610884	01/16/2018	9871817
Barracuda Networks, Inc.	System for connecting, securing and managing network devices with a dedicated private virtual network	U.S. Federal	Issued	01/26/2018	15881019	01/21/2020	10542572
Barracuda Networks, Inc.	Software service to facilitate organizational testing of employees to determine their potential susceptibility to phishing scams	U.S. Federal	Issued	01/29/2018	15883073	04/14/2020	10623441
Barracuda Networks, Inc.	Method and apparatus for generating cyber security threat index	U.S. Federal	Issued	03/14/2018	15920855	09/15/2020	10778714
Barracuda Networks, Inc.	METHOD AND APPARATUS FOR HUMAN ACTIVITY TRACKING AND AUTHENTICITY VERIFICATION OF HUMAN-ORIGINATED DIGITAL ASSETS	U.S. Federal	Pending	05/30/2018	15993218	--	--
Barracuda Networks, Inc.	System and method to configure a firewall for access to a captive network	U.S. Federal	Issued	07/10/2018	16031963	10/08/2019	10439990
Barracuda Networks, Inc.	System and method for email account takeover detection and remediation	U.S. Federal	Issued	03/25/2019	16363596	09/15/2020	10778717

Owner	Patent Title	Country	Status	Filed Date	App No.	Grant Date	Patent No.
Barracuda Networks, Inc.	System and method for application plug-in distribution	U.S. Federal	Issued	03/29/2019	16370780	09/01/2020	10761825
Barracuda Networks, Inc.	Method for providing remote management of computer systems	U.S. Federal	Issued	10/17/2006	11550259	10/18/2011	8042169
Barracuda Networks, Inc.	Software Service to Facilitate Organizational Testing of Employees to Determine Their Potential Susceptibility to Phishing Scams	U.S. Federal	Issued	01/27/2012	13360420	07/09/2013	8484741
Barracuda Networks, Inc.	Method and apparatus for estimating monetary impact of cyber attacks	U.S. Federal	Pending	06/11/2020	16899570	--	--
Barracuda Networks, Inc.	System and method of utilizing security device plugin for external device monitoring and control in a secured environment	U.S. Federal	Pending	02/05/2019	16268264	--	--
Barracuda Networks, Inc.	System and method of utilizing network security devices for industrial device protection and control	U.S. Federal	Pending	10/25/2018	16170859	--	--
Barracuda Networks, Inc.	Method and apparatus for neutralizing real cyber threats to training materials	U.S. Federal	Pending	03/19/2019	16358537	--	--
Barracuda Networks, Inc.	Method and apparatus for training email recipients against phishing attacks using real threats in realtime	U.S. Federal	Pending	03/19/2019	16358503	--	--
Barracuda Networks, Inc.	SYSTEM AND APPARATUS FOR DETECTION OF EMAIL COMPROMISE AND ACCOUNT TAKEOVER ATTACKS UTILIZING ANONYMIZED DATASETS AND AI MODELS	U.S. Federal	Pending	06/11/2020	63037988		--

<b>Owner</b>	<b>Patent Title</b>	<b>Country</b>	<b>Status</b>	<b>Filed Date</b>	<b>App No.</b>	<b>Grant Date</b>	<b>Patent No.</b>
Barracuda Networks, Inc.	SYSTEM AND APPARATUS FOR INTERNET TRAFFIC INSPECTION VIA LOCALIZED DNS CACHING	U.S. Federal	Pending	09/25/2020	63198059	--	--
Barracuda Networks, Inc.	METHOD AND APPARATUS FOR AUTONOMOUS IDENTIFICATION OF SIMILAR AND ADJACENT ATTACKS BASED ON DETECTED ATTACKS	U.S. Federal	Pending	06/10/2020	16898431	--	--
Barracuda Networks, Inc.	SYSTEM AND METHOD FOR EMAIL ACCOUNT TAKEOVER DETECTION AND REMEDIATION	U.S. Federal	Pending	07/16/2020	16947074	--	--
Barracuda Networks, Inc.	SYSTEM AND METHOD FOR APPLICATION PLUG-IN DISTRIBUTION	U.S. Federal	Pending	07/17/2020	16947075	--	--
Barracuda Networks, Inc.	METHOD AND APPARATUS FOR SCANNING GINORMOUS FILES	U.S. Federal	Pending	08/23/2019	16549978	--	--



Schedule B

TRADEMARKS

Grantor	Trademark	Country	App Date	App No.	Reg Date	Reg No.	Status
BARRACUDA NETWORKS, INC.	MANAGED WORKPLACE	U.S. Federal	November 4, 2008	77607060	December 8, 2009	3720934	Renewed December 8, 2019
BARRACUDA NETWORKS, INC.	MANAGED WORKPLACE	U.S. Federal	December 17, 2002	76477005	November 25, 2003	2786062	Renewed November 25, 2013
BARRACUDA NETWORKS, INC.	P and Design 	U.S. Federal	April 17, 2017	87414147	April 7, 2020	6029565	Registered April 7, 2020
BARRACUDA NETWORKS, INC.	PHISHLINE	U.S. Federal	December 16, 2011	85497462	August 7, 2012	4186265	Registered August 17, 2018
BARRACUDA NETWORKS, INC.	PHISHLINE	U.S. Federal	April 17, 2017	87414124	April 24, 2018	5451140	Registered April 24, 2018
BARRACUDA NETWORKS, INC.	CLICK THINKING	U.S. Federal	August 17, 2017	87573371	April 24, 2018	5451370	Registered April 24, 2018

**COPYRIGHTS**

None.