

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684608

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Refactr IT, Inc.		10/29/2021	Corporation: DELAWARE
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:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90156244	REFACTR	
Serial Number:	90156260		
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	049646-0549		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	10/29/2021		
Total Attachments: 6			
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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 October 29, 2021, is made by the Persons listed on the signature page 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, the Grantors are party to 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. The words "execution," "signed," "signature," and words of like import in this IP Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal

Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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.

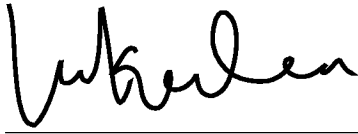
[Signature page to follow]

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.

BRAINTRACE, INC.
CAPSULE8, INC.
REFACTR IT, INC.


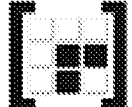
By 
Name: Donald Blach
Title: President

GOLDMAN SACHS BANK USA,
as Collateral Agent



By: _____
Name: Luke Qiu
Title: Authorized Signatory

Schedule A

Mark	Serial No. & Filing Date	Registration No. & Registration Date	Status	Owner of Record
BRAINTRACE	87148553 24-Aug-2016	6037414 21-Apr-2020	Registered	Braintrace, Inc.
BRAINTRACE and design 	87148558 24-Aug-2016	6037415 21-Apr-2020	Registered	Braintrace, Inc.
INTELLIGENT CYBERSECURITY	87148564 24-Aug-2016	5561637 11-Sep-2018	Registered	Braintrace, Inc.
REFACTR	90156244 03-Sep-2020	-	Pending	Refactr IT, Inc.
SQUARE and design 	90156260 03-Sep-2020	6339899 04-May-2021	Registered	Refactr IT, Inc.
CAPSULE8	87343727 21-Feb-2017	5638588 25-Dec-2018	Registered	Capsule8, Inc.