OP \$165.00 4816538

ETAS ID: TM702646

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BNG Holdings, LLC		01/14/2022	Limited Liability Company: DELAWARE
ConnectBooster LLC		01/14/2022	Limited Liability Company: NORTH DAKOTA

RECEIVING PARTY DATA

Name:	Golub Capital Markets LLC	
Street Address:	100 South Wacker Drive	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4816538	CONNECTBOOSTER
Serial Number:	90571951	BNG TEAM
Serial Number:	90572094	BNG TEAM.COM
Serial Number:	90572521	BNG TEAM.COM
Serial Number:	90588119	CONNECT BOOSTER
Serial Number:	90588209	CONNECT BOOSTER

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1574259 TM

TRADEMARK REEL: 007561 FRAME: 0019

900670206

NAME OF SUBMITTER:	Adalia Wu			
SIGNATURE:	/Adalia Wu/			
DATE SIGNED:	01/18/2022			
Total Attachments: 5				
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TRADEMARK SECURITY AGREEMENT, dated as of January 14, 2022 (this "<u>Agreement</u>"), between BNG Holdings, LLC, a Delaware limited liability company, ConnectBooster LLC, a North Dakota limited liability company (each, a "<u>Grantor</u>" and together, the "<u>Grantors</u>") and GOLUB CAPITAL MARKETS LLC, as collateral agent (in such capacity, the "<u>Collateral Agent</u>").

Reference is made to (a) the Credit Agreement dated as of May 3, 2019 (as amended by Amendment No. 1 to Credit Agreement, dated as of March 4, 2020, Amendment No. 2 to Credit Agreement, dated as of November 24, 2020, Amendment No. 3 to Credit Agreement, dated as of April 19, 2021, Amendment No. 4 to Credit Agreement, dated as of September 8, 2021, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among KASEYA HOLDINGS INC., a Delaware corporation ("Holdings"), KASEYA INC., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and Golub Capital Markets LLC, as the administrative agent, and (b) the Amended and Restated Collateral Agreement dated as of December 27, 2019 (as supplemented by Supplement No. 1 to the Amended and Restated Collateral Agreement, dated as of March 24, 2021, as supplemented by Supplement No. 2 to the Amended and Restated Collateral Agreement, dated as of March 24, 2021, as supplemented by Supplement No. 3 to the Amended and Restated Collateral Agreement, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent.

The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms.</u> Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of such Grantor's business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. <u>Termination</u>. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. <u>Collateral Agreement</u>. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. <u>Governing Law</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

> BNG HOLDINGS, LLC **CONNECTBOOSTER** LLC, each as a Grantor

ID'angure

Name: Ernie D'Ambrose

Title: Vice President

GOLUB CAPITAL MARKETS LLC, as Collateral

Agent

By:

Name: Robert G. Tuchscherer Title: Senior Managing Director

Schedule I

Trademark:

RECORDED: 01/18/2022

Owner	Registration No. / Application No.	Mark
BNG Holdings, LLC	90571951	BNG TEAM
BNG Holdings, LLC	90572094	BNG TEAM.COM
BNG Holdings, LLC	90572521	BNG TEAM.COM
ConnectBooster LLC	90588119	CONNECT BOOSTER
ConnectBooster LLC	90588209	CONNECT BOOSTER
ConnectBooster LLC	48,165,38	CONNECTBOOSTER