

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mimecast North America, Inc.		05/19/2022	Corporation: DELAWARE
Mimecast Services Limited		05/19/2022	Private Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10029		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	5294254	ATAATA	
Registration Number:	5203553	ATAATA	
Registration Number:	6088869	CODEBREAKER	
Registration Number:	6194162	CYBER RESILIENCE SUMMIT PRESENTED BY MIM	
Registration Number:	6585214	CYBERGRAPH	
Registration Number:	5593650	M	
Registration Number:	5491407	M	
Registration Number:	5197381	LEGENDARY CUSTOMER SUCCESS	
Registration Number:	6421800	M	
Registration Number:	5149823	MAILCONTROL	
Registration Number:	6088870	MESSAGECONTROL	
Registration Number:	3331029	MIMECAST	
Registration Number:	5491202	MIMECAST	
Registration Number:	5491198	MIMECAST	
Registration Number:	6548860	MIMECAST	
Serial Number:	90464369	MIMECAST 365 PROTECT	
Registration Number:	5491338	MIMECAST CLOUD ARCHIVE	
Registration Number:	5491234	MIME OS	
		TRADEMARK	

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Property Type	Number	Word Mark
Serial Number:	90724441	PHISHY BUSINESS
Serial Number:	90724499	
Registration Number:	6660372	RELENTLESS PROTECTION. RESILIENT WORLD.
Registration Number:	5976840	SILENCER
Registration Number:	5866891	SIMPLYMIGRATE
Serial Number:	88605537	SLATE

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: 212-728-8000
 Email: ipdept@willkie.com
 Correspondent Name: Spencer Simon
 Address Line 1: 787 Seventh Avenue
 Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	122951.00072
NAME OF SUBMITTER:	Spencer Simon
SIGNATURE:	/Spencer Simon/
DATE SIGNED:	05/19/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of May 19, 2022, is entered into by Mimecast North America, Inc. a Delaware corporation, and Mimecast Services Limited, a private company limited by shares organized under the laws of England and Wales (each, a "Grantor", and collectively, the "Grantors") in favor of Ares Capital Corporation, as collateral agent (together with its successors and assigns, in such capacity, the "Collateral Agent").

WHEREAS, Grantors and certain other parties have executed and delivered that certain U.S. Pledge and Security Agreement, dated on even date herewith, in favor of the Collateral Agent (the "Pledge and Security Agreement") pursuant to which Grantors and certain other parties have granted to Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantors' and certain other parties' right, title, and interest in and to certain collateral including the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of the Pledge and Security Agreement, Grantors hereby grant to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantors' right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located, as collateral security for the prompt and complete payment and performance when due of the obligations of Grantors: all Trademarks owned by Grantors, including, without limitation, the trademark registrations and applications set forth on Schedule A attached hereto, provided, however that the foregoing shall not include 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 of such intent-to-use Trademark application under applicable federal law (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. Grantors authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer to record this Agreement.

SECTION 5. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 6. Counterparts. This 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.

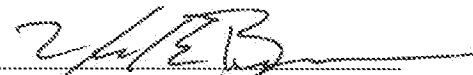
[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

MIMECAST NORTH AMERICA, INC., as a
Grantor

By: 
Name: Rafeal Edgar Brown
Title: Treasurer


MIMECAST SERVICES LIMITED, as a
Grantor

By: 
Name: Rafeal Edgar Brown
Title: Director

[Signature Page to Trademark Security Agreement]

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Ares Capital Corporation, as Collateral Agent

By:  _____


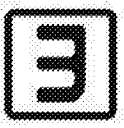

Name: Mitchell Goldstein

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

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SCHEDULE A
TRADEMARKS

<u>Trademark Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration Number</u>	<u>Application or Registration Date</u>	<u>Current Class</u>	<u>Status</u>
Mimecast North America, Inc.	US		5,294,254	9/26/2017	41, 42	Registered
Mimecast North America, Inc.	US	ATAATA	5,203,553	5/16/2017	41,42	Registered
Mimecast North America, Inc.	US	CODEBREAKER	6,088,869	6-30-2020	42	Registered
Mimecast Services Limited	US	CYBER RESILIENCE SUMMIT PRESENTED BY MIMECAST	6,194,162	11-10-2020	41	Registered
Mimecast Services Limited	US	CYBERGRAPH	6,585,214	12-7-21	42	Registered
Mimecast Services Limited	US	Design (in in box) 	5,593,650	10/30/2018	42	Registered
Mimecast Services Limited	US	Design (in stylized) 	5,491,407	6/12/2018	9, 42	Registered
Mimecast Services Limited	US	LEGENDARY CUSTOMER SUCCESS	5,197,381	5/2/2017	35	Registered
Mimecast Services Limited	US	M & Design (new logo)	6,421,800	7-13-2021	9, 42	Registered

<u>Trademark Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration Number</u>	<u>Application or Registration Date</u>	<u>Current Class</u>	<u>Status</u>
Mimecast North America, Inc.	US	MAILCONTROL	5,149,823	2-28-2020	9, 42	Registered
Mimecast North America, Inc.	US	MESSAGECONTROL	6,088,870	6-30-2020	42	Registered
Mimecast Services Limited	US	MIMECAST	3,331,029	11/6/2007	9, 38, 39, 42	Registered
Mimecast Services Limited	US	Mimecast & Design (b/w)	5,491,202	6/12/2018	42	Registered
Mimecast Services Limited	US	Mimecast & Design (color)	5,491,198	6/12/2018	42	Registered
Mimecast Services Limited	US	MIMECAST & Design (new logo)	6,548,860	11-2-2021	9, 38, 39, 41, 42	Registered
Mimecast Services Limited	US	MIMECAST 365 PROTECT	90/464,369	1-13-2021	38, 39, 42	Pending
Mimecast Services Limited	US	MIMECAST CLOUD ARCHIVE	5,491,338	6/12/2018	42	Registered
Mimecast Services Limited	US	MIME/OS & Design	5,491,234	6/12/2018	42	Registered
Mimecast Services Limited	US	PHISHY BUSINESS	90/724,441	5/20/2021	9, 41	Pending
Mimecast Services Limited	US	PHISHY BUSINESS LOGO	90/724,499	5/20/2021	9, 41	Pending
Mimecast Services Limited	US	RELENTLESS PROTECTION, RESILIENT WORLD.	6,660,372	3-1-22	38, 39, 41, 42	Registered
Mimecast North America, Inc.	US	SILENCER	5,976,840	2-4-2020	42	Registered

<u>Trademark Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration Number</u>	<u>Application or Registration Date</u>	<u>Current Class</u>	<u>Status</u>
Mimecast Services Limited	US	SIMPL YMIGRATE	5,866,891	9/24/2019	42	Registered
Mimecast Services Limited	US	SLATE	88/605,537	9/5/2019	9, 38, 39, 42	Pending

TRADEMARK

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RECORDED: 05/19/2022