

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM753281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barracuda Networks, Inc.		08/15/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KKR Loan Administration Services LLC, as collateral agent		
Street Address:	9 WEST 57TH STREET, 41ST FLOOR		
City:	New York		
State/Country:	UNITED STATES		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3866379	BARRACUDA NETWORKS	
Registration Number:	4922692	BARRACUDA NETWORKS	
Registration Number:	4612911		
Registration Number:	4715332	BARRACUDA	
Registration Number:	4605554	BARRACUDA	
Registration Number:	4926979	CUDASIGN	
Registration Number:	4926991	CUDADRIVE	
Registration Number:	3698677	INTRONIS	
Registration Number:	3698676	INTELLIBLOX	
Registration Number:	5101151	SOOKASA	
Registration Number:	5186880	VIEW	
Registration Number:	5349567	SONIAN	
Registration Number:	2786062	MANAGED WORKPLACE	
Registration Number:	3720934	MANAGED WORKPLACE	
Registration Number:	5770393	FYDE	
Registration Number:	6649111	SKOUT	
Serial Number:	87310786	CUDAMAIL	

CH \$440.00 3866379

CORRESPONDENCE DATA**Fax Number:** 2028357586

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: 202-835-7500**Email:** dcip@milbank.com**Correspondent Name:** Javier J. Ramos**Address Line 1:** 1850 K Street, NW, Suite 1100**Address Line 2:** Milbank, LLP**Address Line 4:** Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	37199.00027
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	09/03/2022

Total Attachments: 6

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GRANT OF SECOND LIEN
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of August 15, 2022, is made by Barracuda Networks, Inc., a Delaware corporation (the “Grantor”), in favor of KKR Loan Administration Services LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Second Lien Credit Agreement, dated as of August 15, 2022, among Atlantic Guarantor Inc., a Delaware corporation (“Holdings”), initially, Atlantic Merger Sub LLC, a Delaware limited liability company (“Merger Sub” and, prior to the consummation of the Acquisition, the “Borrower”), which, upon consummation of the Acquisition on the Closing Date, will be merged with and into, Barracuda Parent, LLC, a Delaware limited liability company (following the consummation of the Acquisition, the “Borrower”), the several lenders from time to time party thereto (each, a “Lender” and, collectively, the “Lenders”) and KKR Loan Administration Services LLC, as the Administrative Agent and the Collateral Agent for the benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”)

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Second Lien Security Agreement, dated as of August 15, 2022, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, that is not Excluded Property.

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants a Security Interest in all of the Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, in, to and under those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) in full of the Obligations.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. The Grantor hereby authorizes and requests

that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Agreement. The Grantor shall, at its sole expense, take all further actions necessary or desirable by the Collateral Agent to record and perfect its security interest in and to the Collateral.

4. Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Security Interest in the Collateral as it relates to Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Agreement may be delivered by facsimile or other electronic transmission of the relevant signature pages hereof. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, 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.

6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers duly authorized as of the day and year first above written.

BARRACUDA NETWORKS, INC.,
as the Grantor

By: 

Name: Diane Honda

Title: Vice President, General Counsel and
Secretary

[Signature Page to Grant of Second Lien Security Interest in Trademark Rights]

TRADEMARK
REEL: 007840 FRAME: 0244

KKR LOAN ADMINISTRATION SERVICES LLC,
as the Collateral Agent

By: John Knox

Name: John Knox

Title: CFO

SCHEDULE A**Trademark Registrations and Applications**

Owner	Trademark	Application No.	Registration No.
Barracuda Networks, Inc.	BARRACUDA NETWORKS - US - CL009	77757198	3866379
Barracuda Networks, Inc.	BARRACUDA NETWORKS - US - CL009, 041, 042	86720141	4922692
Barracuda Networks, Inc.	Trademark Clearinghouse Registration - BARRACUDA NETWORKS - US - CL009	77757198	3866379
Barracuda Networks, Inc.	Fish Teeth Design - US - CL009, 042	86178196	4612911
Barracuda Networks, Inc.	BARRACUDA word mark - US - CL009, 041, 042	86355055	4715332
Barracuda Networks, Inc.	BARRACUDA & Fish Teeth Design - US - CL009, 041, 042	86221855	4605554
Barracuda Networks, Inc.	CUDASIGN - US - CL009, 038, 042	86727325	4926979
Barracuda Networks, Inc.	CUDADRIVE - US - CL009, 042	86727438	4926991
Barracuda Networks, Inc.	INTRONIS - US - CL042	77706868	3698677
Barracuda Networks, Inc.	INTELLIBLOX - US - CL042	77706867	3698676
Barracuda Networks, Inc.	SOOKASA - US - CL009, 042	86605274	5101151
Barracuda Networks, Inc.	CUDAMAIL - US - CL009, 041, 042	87310786	N/A
Barracuda Networks, Inc.	VIEW - US - CL042	86369226	5186880
Barracuda Networks, Inc.	SONIAN - US - CL042	87426171	5349567
Barracuda Networks, Inc.	MANAGED WORKPLACE - US - CL09	76477005	2786062
Barracuda Networks, Inc.	MANAGED	77607060	3720934

	WORKPLACE - US - CL035		
Barracuda Networks, Inc.	FYDE	87590438	5770393
Barracuda Networks, Inc.	SKOUT	88522864	6649111