

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI91856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acronis International GmbH		02/26/2024	Gesellschaft Mit Beschränkter Haftung (GmbH): SWITZERLAND
RECEIVING PARTY DATA			
Company Name:	MidCap Financial Trust		
Street Address:	7255 Woodmont Ave., Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90540769	#CYBERFIT	
Serial Number:	98298418	DEVICE SENSE	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	dctrademark@hoganlovells.com		
Correspondent Name:	Greta D. Feldman		
Address Line 1:	8350 Broad St. 17th Floor		
Address Line 4:	Tysons,, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	036639.000110		
NAME OF SUBMITTER:	MICHAEL BOWMAN		
SIGNATURE:	MICHAEL BOWMAN		
DATE SIGNED:	03/14/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This Trademark Security Agreement Supplement is entered into as of the 26th day of February, 2024, by and between Acronis International GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) existing in accordance with the laws of Switzerland ("Swiss Grantor"), and MidCap Financial Trust, a Delaware statutory trust, as agent (in such capacity, together with its successors and assigns, "Agent").

RECITALS

A. Swiss Grantor is party to that certain Trademark Security Agreement, by and between Agent and the Swiss Grantor, dated as of December 18, 2019, as amended and restated by that certain Reaffirmation Agreement and Amendment to Intellectual Property Security Agreement, by and among Agent, Swiss Grantor, and the other Obligors party thereto, dated as of April 27, 2022 (the "Reaffirmation Agreement") (as the same may have been further amended, modified or supplemented from time to time prior to the date hereof, the "Existing Trademark Security Agreement"; capitalized terms used herein are used as defined in the Existing Trademark Security Agreement);

B. Swiss Grantor wishes to amend the Existing Trademark Security Agreement by supplementing the Trademark Collateral therein with the Trademark(s) listed on the exhibits hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Swiss Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

Swiss Grantor hereby grants to Agent, for the ratable benefit of the Lenders, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledges to Agent, for the ratable benefit of the Lenders, all of such Swiss Grantor's right, title and interest in, to and under the following (excluding the Subject Swiss Collateral as defined in the Amended and Restated Credit Agreement (as defined in the Reaffirmation Agreement)), wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof:

(a) All Trademarks, including without limitation those U.S. registered trademarks and trademark applications set forth on Exhibit A attached hereto, as such exhibit may be further amended, modified or supplemented from time to time; and

(b) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Swiss Grantor hereby agrees that the Trademarks listed on the exhibit hereto shall become a part of the Trademark Collateral in the Existing Trademark Security Agreement and shall secure all Obligations in accordance with the terms of the Amended and Restated Credit Agreement. The exhibit of the Existing Trademark Security Agreement shall be deemed amended to add the Trademark(s) listed on the exhibit to this Trademark Security Agreement Supplement. The rights and remedies of the Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Amended and Restated Credit Agreement and the Existing Trademark Security Agreement.

The provisions of the Existing Trademark Security Agreement regarding the Swiss limitation (as provided for in paragraph (f) of the Existing Trademark Security Agreement), choice of law, jurisdiction, venue and jury trial waiver are incorporated herein and shall govern this Trademark Security Agreement Supplement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Swiss Grantor has caused this Trademark Security Agreement Supplement to be duly executed by its officers thereunto duly authorized as of the first date written above.

SWISS GRANTOR:

Acronis International GmbH

By: _____

Name: Avivit Neeman

Title: Manager (Geschäftsführer)

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: _____

Name: Maurice Amsellem

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement Supplement]

TRADEMARK
REEL: 008369 FRAME: 0345

IN WITNESS WHEREOF, the Swiss Grantor has caused this Trademark Security Agreement Supplement to be duly executed by its officers thereunto duly authorized as of the first date written above.

SWISS GRANTOR:

Acronis International GmbH

By: _____
Name: Avivit Neeman
Title: Manager (Geschäftsführer)

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By:  _____
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT A

U.S. Registered Trademarks and Trademark Applications

Owner of IP	Mark	File Date	Registration Date	Registration No./(Application No.)
Acronis International GmbH	#CYBERFIT	2/23/2021		90/540,769
Acronis International GmbH	DEVICE SENSE	12/4/2023		98/298,418
Acronis International GmbH	Incomplete Circle with Four Horizontal Lines Design	12/13/2016	2/6/2018	5,393,452
Acronis International GmbH	PARANOID	2/18/2016	7/26/2016	5,005,625