# CH \$390.00 397477

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM359951

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the receiving party's entity type previously recorded on Reel 005650 Frame 0160. Assignor(s) hereby confirms the receiving party's entity type is Limited Liability Company.

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DIGICERT, INC.		10/21/2015	CORPORATION: UTAH

#### **RECEIVING PARTY DATA**

Name:	FIFTH STREET MANAGEMENT LLC
Street Address:	777 WEST PUTNAM AVENUE
Internal Address:	3RD FLOOR
City:	GREENWICH
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

## **PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	3974773	CLICKID
Registration Number:	3759885	YOUR SUCCESS IS BUILT ON TRUST
Registration Number:	2855347	DIGICERT
Registration Number:	2988043	DIGICERT
Registration Number:	3924221	REAL CUSTOMER SUPPORTREALLY
Registration Number:	3924222	SSL DONE RIGHT
Registration Number:	3961174	
Registration Number:	4234789	CLICKID
Registration Number:	4616534	WILDCARD PLUS
Registration Number:	4570221	DIRECT CERT PORTAL
Registration Number:	4580189	DIRECTASSURED
Registration Number:	3556797	DIGICERT
Registration Number:	4785653	CERTCENTRAL
Serial Number:	86588516	CERTIFICATE INSPECTOR
Registration Number:	3886028	IT'S GOODREALLY GOOD

## **CORRESPONDENCE DATA**

TRADEMARK

REEL: 005652 FRAME: 0674

900342089

**Fax Number:** 6508134848

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:** 6508134800

**Email:** patents@dechert.com

Correspondent Name: Dechert LLP

Address Line 1: 2440 W. El Camino Real

Address Line 2: Suite 700

Address Line 4: Mountain View, CALIFORNIA 94040

ATTORNEY DOCKET NUMBER:	390581-135237
NAME OF SUBMITTER:	Bertrand Choe
SIGNATURE:	/Bertrand Choe/
DATE SIGNED:	10/26/2015

#### **Total Attachments: 7**

source=DigiCert\_2nd\_Lien\_Request\_Corrected\_ASN#page1.tif source=DigiCert\_2nd\_Lien\_Request\_Corrected\_ASN#page2.tif source=DigiCert\_2nd\_Lien\_Request\_Corrected\_ASN#page3.tif source=DigiCert\_2nd\_Lien\_Request\_Corrected\_ASN#page4.tif source=DigiCert\_2nd\_Lien\_Request\_Corrected\_ASN#page5.tif source=DigiCert\_2nd\_Lien\_Request\_Corrected\_ASN#page6.tif source=DigiCert\_2nd\_Lien\_Request\_Corrected\_ASN#page7.tif

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM359460

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DIGICERT, INC.		10/21/2015	CORPORATION: UTAH

#### **RECEIVING PARTY DATA**

Name:	FIFTH STREET MANAGEMENT LLC
Street Address:	777 WEST PUTNAM AVENUE
Internal Address:	3RD FLOOR
City:	GREENWICH
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	IGORPORATION I DELAWARE  LIMITED LIABILITY COMPANY

#### **PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	3974773	CLICKID
Registration Number:	3759885	YOUR SUCCESS IS BUILT ON TRUST
Registration Number:	2855347	DIGICERT
Registration Number:	2988043	DIGICERT
Registration Number:	3924221	REAL CUSTOMER SUPPORTREALLY
Registration Number:	3924222	SSL DONE RIGHT
Registration Number:	3886028	IT'S GOODREALLY GOOD
Registration Number:	3961174	
Registration Number:	4234789	CLICKID
Registration Number:	4616534	WILDCARD PLUS
Registration Number:	4570221	DIRECT CERT PORTAL
Registration Number:	4580189	DIRECTASSURED
Registration Number:	3556797	DIGICERT
Registration Number:	4785653	CERTCENTRAL
Serial Number:	86588516	CERTIFICATE INSPECTOR

## **CORRESPONDENCE DATA**

Fax Number:

6508134848

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of October 21, 2015 (this "Trademark Security Agreement"), by digicert, Inc., a Utah corporation (the "Pledgor"), in favor of Fifth Street Management LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of October 21, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Unipeg Merger Corp., a Delaware corporation ("Merger Sub" or the "Initial Borrower"), to be merged with and into DigiCert Holdings, Inc., a Delaware corporation (the "Target" and, following the consummation of the Closing Date Acquisition, the "Borrower"), DigiCert Intermediate Holdings, Inc., a Delaware corporation ("Holdings"), the Pledgor and each of the other guarantors listed on the signature pages thereto, the lenders from time to time party thereto, and the Collateral Agent.

#### WITNESSETH:

WHEREAS, the Pledgor is party to that certain Second Lien Security Agreement dated as of October 21, 2015, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): all trademarks service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), including the United States trademark registrations and applications for registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use of any of the foregoing, (ii) all goodwill of the business connected with the use thereof and symbolized thereby, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (vi) rights corresponding thereto throughout the world.

21582848.4.BUSINESS

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by such Pledgor of a security interest therein would result in loss by such Pledgor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms 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 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Termination</u>. Once the Commitments have been terminated and the principal of and interest and premium (if any) on each Loan and all Fees and all other expenses or amounts payable under any Loan Document have been paid in full (other than contingent indemnification obligations that, pursuant to the terms of the Credit Agreement and the other Loan Documents, survive the termination thereof), the security interest granted pursuant to the Security Agreement and the security interest granted herein shall terminate and be deemed released, and upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

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IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

DIGICERT, INC., as Pledgor

By:

Name: John Merrill / Title: Chief Finanzial Officer

Signature Page to Second Lien Trademark Security Agreement

Accepted and Agreed:

FIFTH STREET MANAGEMENT LLC,

as Collateral Agent

Ву:

Name: Ivelin M. Dimitrov

Title: Chief Investment Officer

Signature Page to Second Lien Trademark Security Agreement

## SCHEDULE 1

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# SECOND LIEN TRADEMARK SECURITY AGREEMENT

# UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

21582848,4.BUSINESS

Mark	App. No. / App. Date	Reg. No. / Reg. Date	Status	Owner
CLICKID	7709958	3974773	Registered	digicert,
	9/28/2006	6/7/2011	-	Inc.
YOUR SUCCESS IS	77605335	3759885	Registered	digicert,
BUILT ON TRUST	10/31/2008	3/16/2010	-	Inc.
DIGICERT	78245909	2855347	Registered	digicert,
	5/5/2003	6/15/2004		Inc.
DIGICERT	78246061	2988043	Registered	digicert,
	5/6/2003	8/23/2005		Inc.
REAL CUSTOMER	85017423	3924221	Registered	digicert,
SUPPORT REALLY	4/19/2010	2/22/2011		Inc.
SSL DONE RIGHT	85017446	3924222	Registered	digicert,
	4/19/2010	2/22/2011		Inc.
IT'S GOOD	85017478	3886028	Registered	digicert,
REALLY GOOD	4/19/2010	6/7/2010		Inc.
	85120002	3961174	Registered	digicert,
	8/31/2010	5/17/2011		Inc.
CLICKID	85327187	4234789	Registered	digicert,
	5/23/2011	10/30/2012		Inc.
WILDCARD PLUS	86160251	4616534	Registered	digicert,
	1/8/2014	10/7/2014		Inc.
DIRECT CERT	86185525	4570221	Registered	digicert,
PORTAL	2/5/2014	7/15/2014	Supplemental Register	Inc.
DIRECTASSURED	86188091	4580189	Registered	digicert,
	2/7/2014	8/5/2014		lnc.
,	77475892	3556797	Registered	digicert,
∬digicert	5/15/2008	1/6/2009		Inc.
CertCentral	86479592	4785653	Registered	digicert,
	12/12/2014	8/4/2015	<b>G</b>	Inc.
Certificate Inspector	86588516 4/6/2015		Pending	digicert,

21582848.4.BUSINESS

**RECORDED: 10/26/2015**