

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404888

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Infoblox Inc.		11/07/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Collateral Agent
Street Address:	4th Floor, 20 King Street West
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2546208	INFOBLOX
Registration Number:	3998526	BLOXTOOLS
Registration Number:	3945002	PORTIQ
Registration Number:	3087555	
Registration Number:	3120366	NETMRI
Registration Number:	4258617	TRINZIC
Registration Number:	4602206	CONTROL YOUR NETWORK

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	042525-0076
NAME OF SUBMITTER:	Anna T Kwan

OP \$190.00 2546208

SIGNATURE:	/atk/
DATE SIGNED:	11/08/2016
Total Attachments: 6 source=Batman_ Second Lien Trademark Security Agreement (Executed Version)(73252555_3_US-DOCS)#page1.tif source=Batman_ Second Lien Trademark Security Agreement (Executed Version)(73252555_3_US-DOCS)#page2.tif source=Batman_ Second Lien Trademark Security Agreement (Executed Version)(73252555_3_US-DOCS)#page3.tif source=Batman_ Second Lien Trademark Security Agreement (Executed Version)(73252555_3_US-DOCS)#page4.tif source=Batman_ Second Lien Trademark Security Agreement (Executed Version)(73252555_3_US-DOCS)#page5.tif source=Batman_ Second Lien Trademark Security Agreement (Executed Version)(73252555_3_US-DOCS)#page6.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of November 7, 2016 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Royal Bank of Canada, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of November 7, 2016 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Infoblox Inc., a Delaware corporation (the "Borrower"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a second priority Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark 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 or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a

Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

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 Pledgors 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 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. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record 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. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

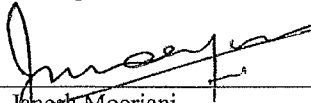
SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement referred to below), including liens and security interests granted to Bank of America, N.A., as collateral agent (or permitted successor collateral agent), pursuant to or in connection with the First Lien Credit Agreement, dated as of November 7, 2016, among Holdings, the Borrower, the other guarantors from time to time party thereto, the lenders from time to time party thereto, Bank of America, N.A., as administrative agent and collateral agent and the other parties thereto, as further amended, restated, amended and restated, replaced, extended, renewed, refinanced, supplemented or otherwise modified from time to time and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement dated as of November 7, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien/Second Lien Intercreditor Agreement"), among Bank of America, N.A., as First Lien Collateral Agent, Royal Bank of Canada, as Second Lien Collateral Agent, Holdings, the Borrower and the Subsidiaries of Holdings from time to time party thereto and affiliated and other entities from time to time party thereto. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms

of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

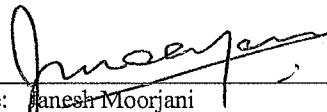
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IN WITNESS WHEREOF, each Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INFOBLOX INC.,
a Delaware corporation

By: 
Name: Janesh Moorjani
Title: Chief Financial Officer

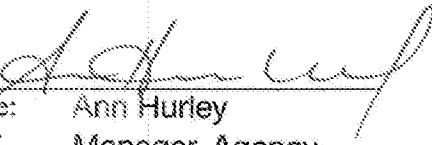
DIGITAL FOOTPRINTS INTERNATIONAL, L.L.C.,
a Washington limited liability company

By: 
Name: Janesh Moorjani
Title: President

[Signature Page to Trademark Security Agreement (Second Lien)]

ACCEPTED AND AGREED:

ROYAL BANK OF CANADA,
as Collateral Agent

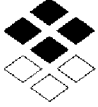
By: 
Name: Ann Hurley
Title: Manager, Agency

[Signature Page to Trademark Security Agreement (Second Lien)]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
Infoblox Inc.	INFOBLOX	2546208
Infoblox Inc.	BLOXTOOLS	3998526
Infoblox Inc.	PORTIQ	3945002
Infoblox Inc.		3087555
Infoblox Inc.	NETMRI	3120366
Digital Footprints International, L.L.C.	ACTIVETRUST	3984049
Digital Footprints International, L.L.C.	INTERNET IDENTITY	4008307
Digital Footprints International, L.L.C.	IID	3984050
Digital Footprints International, L.L.C.	ACTIVESECURE	3984051
Digital Footprints International, L.L.C.	ACTIVECONTROL	3984052
Digital Footprints International, L.L.C.	ACTIVEKNOWLEDGE	3984053
Infoblox Inc.	TRINZIC	4258617
Infoblox Inc.	CONTROL YOUR NETWORK	4602206

United States Trademark Applications:

OWNER	MARK	APPLICATION NUMBER
Digital Footprints International, L.L.C.	DOSSIER	86802889