

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449642

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Second Lien Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DigiCert, Inc.		10/31/2017	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	600 Washington Blvd.		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Banking corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	5284046	ENCRYPTION EVERYWHERE	
Registration Number:	3970804	T	
Registration Number:	2648941	THAWTE	
Registration Number:	3060762	THAWTE	
Registration Number:	3159438	THAWTE	
Registration Number:	4785653	CERTCENTRAL	
Registration Number:	5028766	CERTIFICATE INSPECTOR	
Registration Number:	4234789	CLICKID	
Registration Number:	3974773	CLICKID	
Registration Number:	2855347	DIGICERT	
Registration Number:	5140716	DIGICERT	
Registration Number:	3556797	DIGICERT	
Registration Number:	4570221	DIRECT CERT PORTAL	
Registration Number:	4580189	DIRECTASSURED	
Registration Number:	3961174		
Registration Number:	4616534	WILDCARD PLUS	
Registration Number:	2257682	NETSURE	
Serial Number:	87271927	DIGICERT	
Serial Number:	87271940	DIGICERT	

CH \$540.00 5284046

Property Type	Number	Word Mark
Serial Number:	87271884	DIGICERT
Serial Number:	87271895	

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	029217-0332
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	11/03/2017

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated October 31, 2017 is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of UBS AG, Stamford Branch, acting through one or more of its branches or any Affiliate thereof (“*UBS*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, DIGICERT HOLDINGS, INC., a Delaware corporation (“*DigiCert Holdings*” and a “*Borrower*”), DIGICERT, INC., a Utah corporation (“*DigiCert*” and a “*Borrower*”, and together with DigiCert Holdings, the “*Borrowers*”), DIGICERT INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“*Holdings*”), each lender from time to time party hereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and UBS AG, Stamford Branch, (“*UBS*”) and as administrative agent and collateral agent the (“*Collateral Agent*”), entered into that certain Secured First Lien Credit Agreement dated as of October 31, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement dated October 31, 2017, made by the grantors party thereto from time to time (the “*Grantors*”) to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following, except for any Excluded Property (the “*Collateral*”):

- (i) the trademark and service mark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby (the “*Trademarks*”);
- (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

IP Security Agreement

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

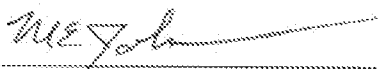
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GEOTRUST LLC

By: 
Name: Michael Johnson
Title: Vice President

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DIGICERT, INC.

By: 
Name: John Merrill
Title: Chief Executive Officer

Signature Page to DigiCert Second Lien Trademark Security Agreement

TRADEMARK
REEL: 006196 FRAME: 0394

SCHEDULE A

TRADEMARKS

Grantor	Trademark	Country	App Date	App No.	Reg Date	Reg No.	Status
DigiCert, Inc.	ENCRYPTION EVERYWHERE	United States	9/8/2016	87165485	9/12/2017	5284046	Registered
GeoTrust, LLC	G Logo	United States	10/25/1999	75831477	10/15/2002	2636057	Registered
GeoTrust, LLC	GEOTRUST	United States	4/14/1999	75683435	4/2/2002	2556558	Registered
GeoTrust, LLC	GEOTRUST	United States	7/31/2015	86711161	5/3/2016	4949792	Registered
GeoTrust, LLC	QUICKSSL	United States	9/21/2001	76316050	6/8/2004	2851322	Registered
GeoTrust, LLC	RAPIDSSL	United States	5/19/2004	78421272	1/24/2006	3048920	Registered
GeoTrust, LLC	RAPIDSSL	United States	5/19/2004	78421288	8/16/2005	2985305	Registered
DigiCert, Inc.	T (and design)	United States	4/27/2004	76588971	5/31/2011	3970804	Registered
DigiCert, Inc.	THAWTE	United States	8/17/2001	76301916	11/12/2002	2648941	Registered
DigiCert, Inc.	THAWTE	United States	4/27/2004	76588970	2/21/2006	3060762	Registered
DigiCert, Inc.	THAWTE (stylized)	United States	4/27/2004	76588972	10/17/2006	3159438	Registered
DigiCert, Inc.	CERTCENTRAL	United States	12/12/2014	86/479592	8/4/2015	4785653	Registered
DigiCert, Inc.	CERTIFICATE INSPECTOR	United States	4/6/2015	86/588516	8/23/2016	5028766	Registered
DigiCert, Inc.	CLICKID	United States	5/23/2011	85/327187	10/30/2012	4234789	Registered
DigiCert, Inc.	CLICKID	United States	9/28/2006	77/009958	6/7/2011	3974773	Registered ¹
DigiCert, Inc.	DIGICERT	United States	5/5/2003	78/245909	6/15/2004	2855347	Registered
DigiCert, Inc.	DIGICERT	United States	6/23/2016	87/082194	2/14/2017	5140716	Registered
DigiCert, Inc.	DIGICERT	United States	12/26/2016	87/271927			Pending
DigiCert, Inc.	DIGICERT & Saw Design	United States	12/16/2016	87/271940			Pending
DigiCert, Inc.	DIGICERT & Saw Design	United States	5/15/2008	77/475892	1/6/2009	3556797	Registered
DigiCert, Inc.	DIGICERT (Stylized)	United States	12/16/2016	87/271884			Pending
DigiCert, Inc.	DIRECT CERT PORTAL	United States	2/5/2014	86/185525	7/15/2014	4570221	Registered
DigiCert, Inc.	DIRECTASSURED	United States	2/7/2014	86/188091	8/5/2014	4580189	Registered

¹ The Company does not plan to maintain this registration.

Grantor	Trademark	Country	App Date	App No.	Reg Date	Reg No.	Status
DigiCert, Inc.	Saw Design	United States	12/16/2016	87/271895			Pending
DigiCert, Inc.	Saw Design	United States	8/31/2010	85/120002	5/17/2011	3961174	Registered
DigiCert, Inc.	WILDCARD PLUS	United States	1/8/2014	86/160251	10/7/2014	4616534	Registered
DigiCert, Inc.	NETSURE	United States	4/22/1997	75/279016	6/29/1999	2257682	Registered

IP Security Agreement

US-DOCS95327556.4

RECORDED: 11/03/2017

TRADEMARK
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