

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carbonite, Inc.		03/19/2018	Corporation: DELAWARE
Mozy, Inc.		03/19/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	275 Grove Street		
Internal Address:	Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	4207831	CARBONITE	
Registration Number:	2020810	DOUBLE-TAKE	
Registration Number:	3944539	MOZY	
Registration Number:	5405614	MOZY	
Registration Number:	5405616	MOZY	
Registration Number:	4057735	MOZY 2XPROTECT	
Registration Number:	4122504	MOZY 2XPROTECT	
Registration Number:	3551508	MOZYENTERPRISE	
Registration Number:	3427916	MOZYHOME	
Registration Number:	3427915	MOZYPRO	
Registration Number:	2066485	NSI	
Registration Number:	2245666	NSI SOFTWARE	
Registration Number:	3799909	PHANFARE	
Registration Number:	3460569	DOUBLE TAKE	
Registration Number:	3674320	LIVEWIRE	
Registration Number:	3776093	DOUBLE-TAKE AVAILABILITY	
Registration Number:	3769064	DOUBLE-TAKE BACKUP	

OP \$690.00 4207831

Property Type	Number	Word Mark
Registration Number:	3736938	DOUBLE-TAKE MOVE
Registration Number:	3302314	ZMANDA
Registration Number:	3608935	Z
Registration Number:	3339700	ZMANDA
Registration Number:	4161259	BECAUSE YOUR LIFE IS ON YOUR COMPUTER
Registration Number:	4239253	CARBONITE THE BETTER BACKUP PLAN
Serial Number:	87692735	CARBONITE SAFE
Serial Number:	87488732	MOZY
Serial Number:	87488791	MOZY
Serial Number:	85887564	TRITANIUM

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@coagencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F176068

NAME OF SUBMITTER: Lisa Cobbett

SIGNATURE: /Lisa Cobbett/

DATE SIGNED: 03/19/2018

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is entered into as of March 19, 2018 by and between the Grantors listed on the signature page hereto (collectively, the “**Grantor**”) and **SILICON VALLEY BANK**, as administrative agent for the Lenders (in such capacity, the “**Administrative Agent**”).

RECITALS

A. Bank and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Credit Agreement, dated as of the date herewith, by and among **CARBONITE, INC.**, a Delaware corporation (the “**Borrower**”), the several banks and other financial institutions or entities from time to time parties thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “**Credit Agreement**”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Bank and Lenders to make the Loans to Borrower under the Credit Agreement, Borrower and the other Grantors party thereto have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Guarantee and Collateral Agreement**”).

C. Bank and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower and the Grantors shall grant to Bank a security interest in certain Intellectual Property, including certain Trademarks (as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower has granted to Administrative Agent, for the Secured Parties, a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Trademarks listed on Exhibit A hereto), and including without limitation all proceeds thereof

(such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Trademark Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


Address of Grantors:

2 Avenue de Lafayette
Boston, Massachusetts 02111
Attention: Cassandra Hudson

Grantors:

CARBONITE, INC.

By:


Name: Anthony Folger
Title: Chief Financial Officer
and Treasurer


Address of Grantors:

2 Avenue de Lafayette
Boston, Massachusetts 02111
Attention: Cassandra Hudson

Grantors:

MOZY, INC.

By:


Name: Anthony Folger
Title: Treasurer

Address of Administrative Agent:

Silicon Valley Bank
275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attention: Mr. Steve Lyons
Facsimile No.: (617) 969-5973
E-Mail: slyons@svb.com

Administrative Agent:

SILICON VALLEY BANK as Administrative Agent

By: Steve Lyons
Name: Steve Lyons
Title: DIRECTOR

EXHIBIT A

TRADEMARKS

Registered Trademarks of Carbonite, Inc. and Mozy, Inc.

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registered Owner</u>	<u>Mark</u>
United States of America	4,207,831	Carbonite, Inc.	CARBONITE and Design
United States of America	2,020,810	Carbonite, Inc.	DOUBLE-TAKE
United States of America	3944539	Mozy, Inc	MOZY
United States of America	5405614	Mozy, Inc	MOZY
United States of America	5405616	Mozy, Inc	MOZY
United States of America	4057735	Mozy, Inc	MOZY 2XPROTECT
United States of America	4122504	Mozy, Inc	MOZY 2XPROTECT
United States of America	3551508	Mozy, Inc	MOZYENTERPRISE
United States of America	3427916	Mozy, Inc	MOZYHOME
United States of America	3427915	Mozy, Inc	MOZYPRO
United States of America	85/887,564	Mozy, Inc	TRITANIUM
United States of America	2066485	Carbonite, Inc.	NSI
United States of America	2245666	Carbonite, Inc.	NSI SOFTWARE
United States of America	3799909	Carbonite, Inc.	PHANFARE
United States of America	3460569	Carbonite, Inc.	DOUBLE TAKE
United States of America	3674320	Carbonite, Inc.	LIVEWIRE
United States of America	3776093	Carbonite, Inc.	DOUBLE-TAKE AVAILABILITY

United States of America	3769064	Carbonite, Inc.	DOUBLE-TAKE BACKUP
United States of America	3736938	Carbonite, Inc.	DOUBLE-TAKE MOVE
United States of America	3302314	Carbonite, Inc.	ZMANDA
United States of America	3608935	Carbonite, Inc.	Z
United States of America	3339700	Carbonite, Inc.	ZMANDA
United States of America	4161259	Carbonite, Inc.	BECAUSE YOUR LIFE IS ON YOUR COMPUTER
United States of America	4239253	Carbonite, Inc.	CARBONITE THE BETTER BACKUP PLAN

Pending Trademark Applications of Carbonite, Inc. and Mozy, Inc.

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
United States of America	871692,735	11/21/2017	Carbonite, Inc.	Carbonite Safe
United States of America	87488732	12/5/2017	Mozy, Inc.	MOZY
United States of America	87488791	12/5/2017	Mozy, Inc.	MOZY
United States of America	85887564	1/23/2018	Mozy, Inc.	TRITANIUM

Registered Trademarks and Pending Trademark Applications Licensed to Carbonite, Inc.

In the ordinary course of business, customers who are counterparties to Carbonite, Inc.'s standard partnership agreement grant a license to Carbonite, Inc. to use certain trademarks for such customer's partner portal and marketing materials.