

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466285

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SolarWinds Worldwide, LLC		03/15/2018	Limited Liability Company: DELAWARE
Confio Corporation		03/15/2018	Corporation: DELAWARE
Galaxy Technologies, LLC		03/15/2018	Limited Liability Company: DELAWARE
Librato, Inc.		03/15/2018	Corporation: DELAWARE
Rhino Software, Inc.		03/15/2018	Corporation: WISCONSIN
Loggly, Inc.		03/15/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Collateral Agent
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	4264035	RHINOSOFT
Registration Number:	2389730	FTP VOYAGER
Registration Number:	3422474	SERV-U
Registration Number:	3648663	LIBRATO
Registration Number:	4250141	TRACELYTICS
Registration Number:	2073649	CYBERGAUGE
Registration Number:	2716655	IPMONITOR
Registration Number:	3227510	IPMONITOR
Registration Number:	2307348	LANSURVEYOR
Registration Number:	3417619	LANSURVEYOR
Registration Number:	2917050	SOLARWINDS
Registration Number:	5252397	SOLARWINDS
Registration Number:	3259711	ORION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3824851	DOMAIN DOCTOR
Registration Number:	3736025	KIWI
Registration Number:	3748388	KIWI SYSLOG
Registration Number:	3833401	KIWI CATTOOLS
Registration Number:	3833402	CATTOOLS
Registration Number:	3514809	SOLAR INK
Registration Number:	3690114	SOLARWINDS
Registration Number:	3805774	SOLARWINDS CERTIFIED PROFESSIONAL
Registration Number:	3805776	SOLARWINDS CERTIFIED PROFESSIONAL
Registration Number:	3470427	THWACK
Registration Number:	3165081	USB-DEFENDER
Registration Number:	3692221	WORKSPACE STUDIO
Registration Number:	3640732	
Registration Number:	4193803	DAMEWARE
Registration Number:	4220804	DNSSTUFF
Registration Number:	4232650	DNSSTUFF.COM
Registration Number:	4745847	MA
Registration Number:	4745848	MA
Registration Number:	4340984	MOBILE ADMIN
Registration Number:	4320661	PATCHZONE
Registration Number:	3964126	SOLARWINDS SOFTWARE
Registration Number:	4435028	WEB HELP DESK
Registration Number:	4888368	SOLARWINDS CLOUD
Registration Number:	4559529	GNS3
Registration Number:	4873795	GNS3 JUNGLE
Registration Number:	4888581	GNS3 ACADEMY
Registration Number:	3201107	CONFIO
Registration Number:	4006781	LOGGLY
Registration Number:	4006789	
Registration Number:	5252398	GEEKBUILT.
Serial Number:	86627194	

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

TRADEMARK

REEL: 006294 FRAME: 0939

Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 33830 / 001

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 03/20/2018

Total Attachments: 11

source=SolarWinds Second Lien Trademark Security Agreement#page1.tif
source=SolarWinds Second Lien Trademark Security Agreement#page2.tif
source=SolarWinds Second Lien Trademark Security Agreement#page3.tif
source=SolarWinds Second Lien Trademark Security Agreement#page4.tif
source=SolarWinds Second Lien Trademark Security Agreement#page5.tif
source=SolarWinds Second Lien Trademark Security Agreement#page6.tif
source=SolarWinds Second Lien Trademark Security Agreement#page7.tif
source=SolarWinds Second Lien Trademark Security Agreement#page8.tif
source=SolarWinds Second Lien Trademark Security Agreement#page9.tif
source=SolarWinds Second Lien Trademark Security Agreement#page10.tif
source=SolarWinds Second Lien Trademark Security Agreement#page11.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement, dated as of March 15, 2018 (this "Trademark Security Agreement"), by and among the signatory hereto indicated as a "Pledgor" (the "Pledgor") in favor of Wilmington Trust, National Association solely 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 March 15, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among SolarWinds Intermediate Holdings I, Inc., a Delaware corporation ("Holdings"), SolarWinds Holdings, Inc., a Delaware corporation ("Borrower"), the Pledgor and each of the other guarantors listed on the signature pages thereto, the lenders from time to time party thereto and Wilmington Trust, National Association, as trustee and as collateral agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to that certain Second Lien Security Agreement dated as of March 15, 2018 (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 pledged and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, 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. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The 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 the right, title and interest of the Pledgor in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Assets, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): all trademarks (including 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 and service mark 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) rights to 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 or otherwise recover for past, present and future infringements, dilutions or other violations thereof and (vi) rights corresponding thereto throughout the world.

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. 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 a signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 5. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.


SECTION 6. Intercreditor Agreements. Notwithstanding any other provision contained herein, this Trademark Security Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the First Lien/Second Lien Intercreditor Agreement and any other Intercreditor Agreement entered into in accordance with the terms of the Credit Agreement. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and any applicable Intercreditor Agreement, the provisions of the applicable Intercreditor Agreement shall control, other than with respect to the provisions relating to the Collateral Agent's rights, privileges and immunities, which shall be governed by the Credit Agreement and this Agreement.

SECTION 7. Concerning the Collateral Agent. Wilmington Trust, National Association is entering this Agreement not in its individual capacity, but solely in its capacity as Collateral Agent under the Credit Agreement. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities of the Collateral Agent set forth in the Credit Agreement, including without limitation in Article X thereof, as if such rights, privileges and immunities were expressly set forth herein.

[Signature Page Follows]

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

**LIBRATO, INC.
RHINO SOFTWARE, INC.
CONFIO CORPORATION**

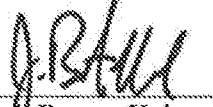
By: 
Name: Barton Kalsu
Title: President

GALAXY TECHNOLOGIES, LLC


By: 
Name: Barton Kalsu
Title: Manager

SOLARWINDS WORLDWIDE, LLC

By: SolarWinds, Inc., its sole member

By: 
Name: Barton Kalsu
Title: Vice President, Chief Financial Officer,
Chief Accounting Officer and Treasurer

LOGGLY, INC

By: 
Name: J. Barton Kalsu
Title: President

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, solely in its capacity as
Collateral Agent

By: J. Anderson
Name: Jennifer K. Anderson
Title: Vice President

SCHEDULE 1
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:


OWNER	TITLE	REGISTRATION NUMBER
RHINO SOFTWARE, INC.	RHINOSOFT	4264035
RHINO SOFTWARE, INC.	FTP VOYAGER	2389730
RHINO SOFTWARE, INC.	SERV-U	3422474
LIBRATO, INC.	LIBRATO LIBRATO	3648663
LIBRATO, INC.	TRACELYTICS	4250141
SOLARWINDS WORLDWIDE, LLC	CYBERGAUGE	2073649
SOLARWINDS WORLDWIDE, LLC	IPMONITOR	2716655
SOLARWINDS WORLDWIDE, LLC	IPMONITOR IPMONITOR	3227510

OWNER	TITLE	REGISTRATION NUMBER
SOLARWINDS WORLDWIDE, LLC	LANSURVEYOR LANSURVEYOR	2307348
SOLARWINDS WORLDWIDE, LLC	LANSURVEYOR LANSURVEYOR	3417619
SOLARWINDS WORLDWIDE, LLC	SOLARWINDS SOLARWINDS	2917050
SOLARWINDS WORLDWIDE, LLC	SOLARWINDS	5252397
SOLARWINDS WORLDWIDE, LLC	ORION ORION	3259711
SOLARWINDS WORLDWIDE, LLC	DOMAIN DOCTOR DOMAIN DOCTOR	3824851
SOLARWINDS WORLDWIDE, LLC	KIWI KIWI	3736025
SOLARWINDS WORLDWIDE, LLC	KIWI SYSLOG KIWI SYSLOG	3748388

OWNER	TITLE	REGISTRATION NUMBER
SOLARWINDS WORLDWIDE, LLC	KIWI CATTOOLS KIWI CATTOOLS	3833401
SOLARWINDS WORLDWIDE, LLC	CATTOOLS CATTOOLS	3833402
SOLARWINDS WORLDWIDE, LLC	SOLAR INK SOLAR INK	3514809
SOLARWINDS WORLDWIDE, LLC	solarwinds  SOLARWINDS	3690114
SOLARWINDS WORLDWIDE, LLC	 SOLARWINDS CERTIFIED PROFESSIONAL	3805774
SOLARWINDS WORLDWIDE, LLC	 SOLARWINDS CERTIFIED PROFESSIONAL	3805776
SOLARWINDS WORLDWIDE, LLC	THWACK THWACK	3470427
SOLARWINDS WORLDWIDE, LLC	USB-Defender USB-DEFENDER	3165081

OWNER	TITLE	REGISTRATION NUMBER
SOLARWINDS WORLDWIDE, LLC	<small>WORKSPACE STUDIO</small> WORKSPACE STUDIO	3692221
SOLARWINDS WORLDWIDE, LLC	 Design Only	3640732
SOLARWINDS WORLDWIDE, LLC	DAMEWARE DAMEWARE	4193803
SOLARWINDS WORLDWIDE, LLC	DNSSTUFF DNSSTUFF	4220804
SOLARWINDS WORLDWIDE, LLC	<small>DNSSTUFF.COM</small> DNSSTUFF.COM	4232650
SOLARWINDS WORLDWIDE, LLC	 MA	4745847
SOLARWINDS WORLDWIDE, LLC	MA MA	4745848
SOLARWINDS WORLDWIDE, LLC	<small>MOBILE ADMIN</small> MOBILE ADMIN	4340984

OWNER	TITLE	REGISTRATION NUMBER
SOLARWINDS WORLDWIDE, LLC	PATCHZONE PATCHZONE	4320661
SOLARWINDS WORLDWIDE, LLC	SOLARWINDS SOFTWARE SOLARWINDS SOFTWARE	3964126
SOLARWINDS WORLDWIDE, LLC	WEB HELP DESK WEB HELP DESK	4435028
SOLARWINDS WORLDWIDE, LLC	SOLARWINDS CLOUD SOLARWINDS CLOUD	4888368
GALAXY TECHNOLOGIES, LLC	GNS3 GNS3	4559529
GALAXY TECHNOLOGIES, LLC	GNS3 JUNGLE GNS3 JUNGLE	4873795
GALAXY TECHNOLOGIES, LLC	GNS3 ACADEMY GNS3 ACADEMY	4888581
CONFIO CORPORATION	CONFIO	3201107

OWNER	TITLE	REGISTRATION NUMBER
LOGGLY, INC.	LOGGLY	4006781
LOGGLY, INC.	 Design Only	4006789
SOLARWINDS WORLDWIDE, LLC	GEEKBUILT.	5252398

United States Trademark Applications:

OWNER	MARK	SERIAL NUMBER
GALAXY TECHNOLOGIES, LLC	 Design Only	86627194