

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM307097

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NINTEX PTY LTD		04/09/2014	Proprietary Limited Company: AUSTRALIA
OBS PTY. LTD.		04/09/2014	Proprietary Limited Company: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank, as Administrative Agent		
<b>Street Address:</b>	8020 Towers Crescent Drive, Suite 475		
<b>City:</b>	Vienna		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22182		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86146705	NINTEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<i>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.</i>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Darlena Bari Stark		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F150198		
<b>NAME OF SUBMITTER:</b>	ANDREW NASH		
<b>SIGNATURE:</b>	/ANDREW NASH/		
<b>DATE SIGNED:</b>	06/10/2014		
<b>Total Attachments: 6</b>			
source=Nintex Trademark Security Agreement#page2.tif			
source=Nintex Trademark Security Agreement#page3.tif			

OP \$40.00 86146705

source=Nintex Trademark Security Agreement#page4.tif  
source=Nintex Trademark Security Agreement#page5.tif  
source=Nintex Trademark Security Agreement#page6.tif  
source=Nintex Trademark Security Agreement#page7.tif

## **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of April 9, 2014, is entered into by and among **NINTEX PTY LTD** (ACN 129 119 731), a proprietary limited company organized under the laws of Australia (“*Nintex AUS*”), **OBS PTY. LTD.** (ACN 081 252 922), a proprietary limited company organized under the laws of Australia (“*OBS*”, and together with Nintex AUS, individually, a “*Grantor*”, and collectively, the “*Grantors*”), and **SILICON VALLEY BANK** (the “*Assignee*”), as (i) collateral agent pursuant to that certain General Security Deed dated as of June 11, 2013, among the Assignee, Grantors, and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), and (ii) administrative agent pursuant to that certain Credit Agreement, dated as of April 9, 2014, by, among others, certain of Grantors’ affiliates, Assignee and the Lenders party thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”).

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, each Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks (as defined below) set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

### **1. Grant of Security Interest**

(a) Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to Assignee pursuant to the Security Agreement, each Grantor hereby grants to Assignee a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor’s United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Security Agreement or the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon consent of such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Security Agreement.

3. Recordation.

Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Assignee.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

5. Counterparts

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

**NINTEX PTY LTD**

By: 

Print Name: Brian Cook

Title: Director

By: \_\_\_\_\_

Print Name: Edward Sippel

Title: Director

Address of each Grantor:

Nintex Pty Ltd

Level 9, 451 Little Bourke Street

Melbourne, Victoria 3000

Australia

Attention: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005299 FRAME: 0203**

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

**NINTEX PTY LTD**

By: \_\_\_\_\_

Print Name: Brian Cook

Title: Director

By: \_\_\_\_\_

Print Name: Edward Sippel

Title: Director

Address of each Grantor:

Nintex Pty Ltd

Level 9, 451 Little Bourke Street

Melbourne, Victoria 3000

Australia

Attention: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

[Signature Page to Trademark Security Agreement]

ASSIGNEE:

**SILICON VALLEY BANK**

as Administrative Agent

By: 

Name: \_\_\_\_\_

**Dwayne Shuler**

Title: \_\_\_\_\_

**Managing Director**

Address of Assignee:

Silicon Valley Bank

8020 Towers Crescent Drive, Suite 475

Vienna, Virginia 22182

Attention: Dwayne Shuler

Email: dshuler@svb.com

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005299 FRAME: 0205**

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

WORKFLOW FOR EVERYONE	Serial No. 85760636	Nintex Pty Ltd
NINTEX	Serial No. 86146705	Nintex Pty Ltd