

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nintex Pty Ltd.		01/02/2015	Proprietary Limited Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	8020 Towers Crescent Drive		
Internal Address:	Suite 475		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85760636	WORKFLOW FOR EVERYONE	
Serial Number:	86146705	NINTEX	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Dwayne C. Houston		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F153324		
NAME OF SUBMITTER:	Lisa A. Cobbett		
SIGNATURE:	/Lisa A. Cobbett/		
DATE SIGNED:	01/02/2015		
Total Attachments: 6			
source=img-102152514-0001TR#page2.tif			

OP \$65.00 85760636

source=img-102152514-0001TR#page3.tif
source=img-102152514-0001TR#page4.tif
source=img-102152514-0001TR#page5.tif
source=img-102152514-0001TR#page6.tif
source=img-102152514-0001TR#page7.tif

RATIFICATION AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This **RATIFICATION AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT**, dated as of January 2, 2015 (this "*Amendment*"), is delivered pursuant to Section 2 of that certain Trademark Security Agreement, dated as of April 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*"), among **NINTEX PTY LTD** (ACN 129 119 731), a proprietary limited company organized under the laws of Australia ("*Existing Grantor*"), 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, the Existing Grantor, 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 the 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*"). All initially capitalized terms used herein (including the preamble and recitals hereof) without definition shall have the meanings assigned to such terms in the Trademark Security Agreement or, if not defined therein, the Credit Agreement.

WHEREAS, Existing Grantor and Assignee are parties to the Trademark Security Agreement, as recorded with the United States Patent and Trademark Office on June 10, 2014 at Reel 5299, Frame 0199.

WHEREAS, in connection with the corporate reorganization of the Loan Parties and their Subsidiaries to be consummated on or about January 2, 2015, the Trademarks (as defined in the Trademark Security Agreement and in existence on the date hereof) have been sold and transferred to **NINTEX UK LIMITED**, a private limited company incorporated in England and Wales with company number 08057414 (the "*New Grantor*", and together with the Existing Grantor, individually a "*Grantor*" and collectively, jointly, and severally the "*Grantors*"), subject to the lien and security interest granted to Assignee pursuant to the Trademark Security Agreement.

WHEREAS, the New Grantor wishes to confirm that the Trademarks (as defined in the Trademark Security Agreement and in existence on the date hereof) shall remain subject to the lien and security interest granted to Assignee pursuant to the Trademark Security Agreement and to confirm that the New Grantor hereby assumes all obligations of Existing Grantor thereunder.

WHEREAS, the Grantors and Assignee wish to amend the Trademark Security Agreement by (i) joining the New Grantor, and (ii) amending Schedule A to the Trademark Security Agreement to add the Trademarks appearing on Schedule A, and Grantors and Assignee have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Amendment to Exhibit A. Schedule A to the Trademark Security Agreement is hereby amended by adding thereto, the Trademarks set forth on Schedule A, annexed hereto and incorporated herein by reference.
2. Each Grantor, as applicable, hereby: (a) in the case of the Existing Grantor reaffirms all prior grants of security interests in favor of Assignee in all of such Grantor's right, title, and interest in, to, and under the Trademarks identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) in the case of the New Grantor assumes all obligations and

liabilities of Existing Grantor under the Trademark Security Agreement and unconditionally grants, assigns, and pledges to Assignee continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Trademarks identified on Schedule A attached hereto; and (c) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. 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 to the Trademark Security Agreement, as amended by this Amendment, 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.

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

5. 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.

6. 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.

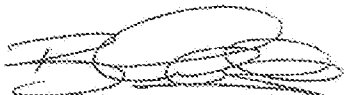
7. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

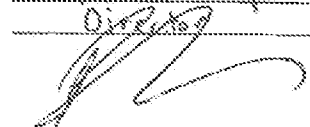
[signature pages follow]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

NINTEX PTY LTD

By: 
Name: Brett Campbell
Title: Director

By: 
Name: BRIAN COOK
Title: CHAIRMAN

Address of each Grantor:

c/o Nintex UK Limited
200 Clarendon Street, 56th Floor
Boston, Massachusetts 02116
Attention: Harry Taylor
Facsimile No.: (617) 574-6728
E-mail: htaylor@ta.com


with a copy to:

Nintex UK Limited
10800 NE 8th Street, Suite 400
Bellevue, Washington 98004
Attention: Harry Taylor
Facsimile No.: (425) 458-0105
Telephone No: (425) 324-2446
E-mail: jeff.christianson@nintex.com

Signature Page to Ratification and Amendment to Trademark Security Agreement

TRADEMARK
REEL: 005433 FRAME: 0759

NINTEX UK LIMITED

By: 
Name: Brett Campbell
Title: Director

Address of each Grantor:


c/o Nintex UK Limited
200 Clarendon Street, 56th Floor
Boston, Massachusetts 02116
Attention: Harry Taylor
Facsimile No.: (617) 574-6728
E-mail: htaylor@ta.com

with a copy to:

Nintex UK Limited
10800 NE 8th Street, Suite 400
Bellevue, Washington 98004
Attention: Harry Taylor
Facsimile No.: (425) 458-0105
Telephone No: (425) 324-2446
E-mail: jeff.christianson@nintex.com

ASSIGNEE:

SILICON VALLEY BANK

By: 
Name: _____
Title: Dwayne Shuler
Managing Director

Address of Assignee:

Silicon Valley Bank
8020 Towers Crescent Drive, Suite 475
Vienna, Virginia
Attention: Dwayne Shuler
E-mail: dshuler@svb.com

Signature Page to Ratification and Amendment to Trademark Security Agreement

TRADEMARK
REEL: 005433 FRAME: 0761

SCHEDULE A

United States Trade Marks

Trade Mark	Trade Mark Number	Owner
WORKFLOW FOR EVERYONE	Serial No. 85760636	Nintex UK Limited
NINTEX	Serial No. 86146705	Nintex UK Limited