

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QuickBase, Inc.		04/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1953071	QUICKBASE	
Registration Number:	2716241	QUICKBASE	
Registration Number:	4708981	QUICKBASE EXCHANGE	
Registration Number:	4833224	QUICKBASE SYNC	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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:	6175701000		
Email:	rthomas@goodwinprocter.com		
Correspondent Name:	Ryan E. Thomas		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	128995/247606		
NAME OF SUBMITTER:	Ryan E. Thomas		
SIGNATURE:	/RET/		
DATE SIGNED:	04/01/2016		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2016 (this "Agreement"), is made by QuickBase, Inc. (the "Grantor"), a Delaware corporation with a place of business located 150 Cambridge Park Drive, Cambridge, MA 02140 in favor of Golub Capital LLC, a Delaware limited liability company as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Administrative Agent").

WHEREAS, the Grantor entered into a Guarantee and Collateral Agreement dated as of April 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"; capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Collateral Agreement), among the Grantor and each of the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Collateral Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in the U.S. federal trademark registrations and applications set forth on Schedule A hereto, including all goodwill associated therewith and symbolized thereby and all proceeds and products thereof and all rights to sue for past, present and future infringements or other violations thereof (collectively, the "Trademark Collateral"). Notwithstanding the foregoing, no Lien or security interest shall be deemed granted on or in any "intent to use" trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

SECTION 2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 3. Recordation. The Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

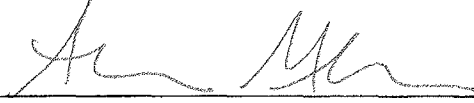
SECTION 4. Governing Law. This Agreement and the rights and obligations of the parties hereunder and all claims and controversies arising out of the subject matter hereof shall be governed by the laws of the State of New York, without regard to its conflicts of law provisions.

SECTION 5. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered as of the date first set forth above.

QUICKBASE, INC.,
a Delaware Corporation

By: 

Name: Allison Mnookin

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005763 FRAME: 0994

Accepted and Agreed:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
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**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT
U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Owner	Registration #	Country	Trademark Service Mark	Status
QUICKBASE, INC.	1,953,071	UNITED STATES	QUICKBASE	Class 9 Registered January 30, 1996 Section 8 & 15 and renewal filed October 13, 2006 Renewal due January 30, 2026
QUICKBASE, INC.	2,716,241	UNITED STATES	QUICKBASE	Classes 35, 42 Registered May 13, 2003 Section 8 & 15 and renewal filed February 4, 2013 Renewal due May 13, 2023
QUICKBASE, INC.	4,708,981	UNITED STATES	QUICKBASE EXCHANGE	Classes 35, 42 Registered March 24, 2015 Sections 8 & 15 due March 24, 2021 Renewal due March 24, 2025
QUICKBASE, INC.	4,833,224	UNITED STATES	QUICKBASE SYNC	Class 42 Section 8 & 15 Continued Use Declaration Due October 13, 2021