

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401120

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Duck Creek Technologies LLC		10/04/2016	Limited Liability Company: DELAWARE
Agencyport Software Corporation		10/04/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	100 N. Tryon St., NC1-007-17-15
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3844214	DUCK CREEK
Registration Number:	3844215	DUCK CREEK TECHNOLOGIES
Registration Number:	3844220	DUCK CREEK TECHNOLOGIES
Registration Number:	2610474	DUCK CREEK TECHNOLOGIES
Registration Number:	3844219	
Registration Number:	4638027	AGENCYPORT SOFTWARE
Registration Number:	4350118	CONNECT5
Registration Number:	4207080	TURNSTILE
Registration Number:	4649508	AGENCYPORT
Registration Number:	4220714	AGENCYPORT
Registration Number:	3011101	AGENCYCONNECT
Registration Number:	3995642	AGENCYPORTAL
Registration Number:	3432330	BOOKSMART
Registration Number:	4220715	AGENCYPORT INSURANCE SERVICES, INC.
Serial Number:	86810792	AGENCYPORT
Serial Number:	86856218	AGENCYPORT SOFTWARE
Serial Number:	86810797	

OP \$440.00 3844214

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 8009144240*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:** 800-713-0755**Email:** Michael.Violet@wolterskluwer.com**Correspondent Name:** Michael Violet**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	10/06/2016

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Short Form IP Security Agreement”) dated October 4, 2016, is made by the Duck Creek Technologies LLC, a Delaware limited liability company, and Agencyport Software Corporation, a Delaware corporation (collectively, the “Grantors” and, each a “Grantor”), in favor of Bank of America, N.A., as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to or assigned to by reference in the Security Agreement referred to below.

WHEREAS, the Borrower, Holdings, the Collateral Agent and each Lender from time to time party thereto have entered into the Credit Agreement dated October 4, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have agreed to extend credit to the Borrower, the Hedge Banks have agreed to enter into the Secured Hedge Agreements and the Cash Management Banks have agreed to enter into the Cash Management Agreements, in each subject to the terms and conditions set forth in the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, each Grantor has entered into the Security Agreement dated October 4, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) with the Collateral Agent in order to induce the Lenders to extend credit, the Hedge Banks to enter into the Secured Hedge Agreements and the Cash Management Banks to enter into the Cash Management Agreements; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed as a condition thereof to execute this Short Form IP Security Agreement for recording with the United States Patent and Trademark Office (“USPTO”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the registered or applied for United States Trademarks set forth in Schedule A hereto (the “Collateral”).

SECTION 2. Recordation. This Short Form IP Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the USPTO. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Short Form IP Security Agreement.

SECTION 3. Execution in Counterparts. This Short Form IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This Short Form IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and reme-

dies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Short Form IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

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

SECTION 6. Severability. In case any one or more of the provisions contained in this Short Form IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

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IN WITNESS WHEREOF, Grantor has caused this Short Form IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DUCK CREEK TECHNOLOGIES LLC,
as Grantor
AGENCYPORT SOFTWARE CORPORATION,
as Grantor

By: 

Name: Michael Jackowski

Title: President & CEO

BANK OF AMERICA, N.A.,
as Collateral Agent

By: *Aamir Saleem*
Name:
Title:


**Aamir Saleem
Vice President**


SCHEDULE A

United States Trademark Registrations and Applications

Registered Owner/Grantor¹	Trademark	Registration No. or Application No.
Duck Creek Technologies LLC	DUCK CREEK	3844214
Duck Creek Technologies LLC	DUCK CREEK TECHNOLOGIES and Design Disclaimer: "TECHNOLOGIES"	3844215
Duck Creek Technologies LLC	DUCK CREEK TECHNOLOGIES and Design Disclaimer: "TECHNOLOGIES"	3844220
Duck Creek Technologies LLC	DUCK CREEK TECHNOLOGIES Disclaimer: "TECHNOLOGIES"	2610474

¹ Assignment filing will be filed at the United States Patent and Trademark Office to change record owner from "Accenture Global Services Limited" or Agencyport Software Corporation to "Duck Creek Technologies LLC".

Registered Owner/Grantor ¹	Trademark	Registration No. or Application No.
Duck Creek Technologies LLC	Design Only	3844219
Agencyport Software Corporation	AGENCYPORT SOFTWARE	4638027
Agencyport Software Corporation	CONNECT5	4350118
Agencyport Software Corporation	TURNSTILE	4207080
Agencyport Software Corporation	AGENCYPORT	4649508
Agencyport Software Corporation	AGENCYPORT	4220714
Agencyport Software Corporation	AGENCYCONNECT	3011101
Agencyport Software Corporation	AGENCYPORTAL	3995642
Agencyport Software Corporation	BOOKSMART	3432330
Agencyport Software Corporation	AGENCYPORT INSURANCE SERVICES, INC. Disclaimer: "INSURANCE SERVICES, INC."	4220715
Agencyport Software Corporation	AGENCYPORT and Design 	86810792
Agencyport Software Corporation	AGENCYPORT SOFTWARE Disclaimer:	86856218 (Pending ITU)

Registered Owner/Grantor ¹	Trademark	Registration No. or Application No.
	"SOFTWARE"	
Agencyport Software Corporation	Design Only 	86810797