

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Logicworks Systems Corporation		07/27/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CRESTLINE DIRECT FINANCE, L.P.		
Street Address:	201 Main St		
Internal Address:	Suite 1900		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	77920452	WE HOST THE HARD STUFF	
Serial Number:	85092476	INFINICLOUD	
Serial Number:	77402719	LOGICOPS	
Serial Number:	77366058	LOGICWORKS	
Serial Number:	77366056	LOGICWORKS	
Serial Number:	77578892	LOGICWORKS	
Serial Number:	85661144	THE CLOUD YOUR WAY: PUBLIC. PRIVATE. HYB	
Serial Number:	78084466	LOGICWORKS	
Serial Number:	78104275	LOGICWORKS	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		

OP \$240.00 77920452

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	M091513
NAME OF SUBMITTER:	Dillon Kelly
SIGNATURE:	/Dillon Kelly/
DATE SIGNED:	07/28/2017
Total Attachments: 5 source=CrestlineLogicworks - Trademark Security Agreement (002)#page2.tif source=CrestlineLogicworks - Trademark Security Agreement (002)#page3.tif source=CrestlineLogicworks - Trademark Security Agreement (002)#page4.tif source=CrestlineLogicworks - Trademark Security Agreement (002)#page5.tif source=CrestlineLogicworks - Trademark Security Agreement (002)#page6.tif	

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 27, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of **CRESTLINE DIRECT FINANCE, L.P.**, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of July 27, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and Crestline Direct Finance, L.P., as administrative agent and collateral agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is a party to that certain Pledge and Security Agreement of even date herewith in favor of Collateral Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) pursuant to which each such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Collateral Agent to enter into the Credit Agreement and to induce the Lenders and to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral

Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

LOGICWORKS SYSTEMS CORPORATION
as Grantor

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED
as of the date first above written:

CRESTLINE DIRECT FINANCE, L.P.,
as Collateral Agent

By: _____

Name: _____

Title: _____

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

LOGICWORKS SYSTEMS CORPORATION
as Grantor

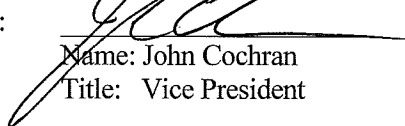
By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CRESTLINE DIRECT FINANCE, L.P.,
as Collateral Agent

By: Crestline Direct Finance (GP), L.L.C.,
its general partner

By: Crestline Investors, Inc.,
its managing member

By: 
Name: John Cochran
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Mark</u>	<u>Type</u>	<u>Serial #</u>	<u>Registration / Date</u>	<u>Applicant(s) / Registrant(s)</u>	<u>Status</u>	<u>Jurisdiction / Deadlines</u>
WE HOST THE HARD STUFF	Service Mark	77920452	3/29/2011	Logicworks Corporation	Registered / Live	US – None
INFINICLOUD	Service Mark	85092476	9/13/2011	Logicworks Corporation	Registered / Live	US – None
LOGICOPS	Service Mark	77402719	11/11/2008	Logicworks Systems Corporation	Section 8 & 15 - Accepted and Acknowledged	US – None
LOGICWORKS	Service Mark – Design + Words	77366058	12/30/2008	Logicworks Corporation	Section 8 & 15 - Accepted and Acknowledged	US – None
LOGICWORKS	Service Mark – Design + Words	77366056	1/13/2009	Logicworks Systems Corporation	Section 8 & 15 - Accepted and Acknowledged	US – None
LOGICWORKS	Service Mark – Design + Words	77578892	7/28/2009	Logicworks Systems Corporation	Section 8 & 15 - Accepted and Acknowledged	US – None
THE CLOUD YOUR WAY: PUBLIC. PRIVATE. HYBRID	Service Mark	85661144	8/5/2014	Logicworks Corporation	Registered / Live	US – None
LOGICWORKS	Service Mark - Drawing	78084466	4/29/2003	Logicworks Corporation	Registered / Live	US – None
LOGICWORKS	Service Mark - Drawing	78104275	6/17/2003	Logicworks Corporation	Registered / Live	US – None