

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456970

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ENVIANCE, INC.		01/04/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank, as Administrative Agent		
<b>Street Address:</b>	275 Grove Street		
<b>City:</b>	Newton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2971003		
<b>Registration Number:</b>	2618912		
<b>Registration Number:</b>	2799029		
<b>Registration Number:</b>	4305439	SOFTWARE TO SAVE THE PLANET	
<b>Registration Number:</b>	2976477	ENVIANCE	
<b>Registration Number:</b>	2615961	ENVIANCE	
<b>Registration Number:</b>	2762766	ENVIANCE	
<b>Registration Number:</b>	5311097	MANAGE WHAT MATTERS	
<b>Registration Number:</b>	2321241	ACTIO REGULATOR	
<b>Registration Number:</b>	4340193	SDS VAULT	
<b>Registration Number:</b>	3700936	BREAKTIMER	
<b>Registration Number:</b>	4420903	ERGOCOACH	
<b>Registration Number:</b>	3582256	OES	
<b>Registration Number:</b>	2932218	REMEDY INTERACTIVE	
<b>Registration Number:</b>	3633956	RSIGUARD	
<b>Registration Number:</b>	5164922	MANAGE WHAT MATTERS	
<b>Registration Number:</b>	2311771	MSDS VAULT	
<b>CORRESPONDENCE DATA</b>			

OP \$440.00 2971003

**Fax Number:** 8004947512

***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:** 202-370-4750

**Email:** ipteam@coagencyglobal.com

**Correspondent Name:** Melony Sot

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F174716 AGMT
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<b>NAME OF SUBMITTER:</b>	Andrew Nash
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<b>SIGNATURE:</b>	/Andrew Nash/
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<b>DATE SIGNED:</b>	01/05/2018
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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of January 4, 2018, is made by and between **ENVIANCE, INC.**, a Delaware corporation (the “*Grantor*”) and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Guarantee and Collateral Agreement”), among the Assignee, the Grantor and certain other parties, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), among, among others, the Grantor, the Assignee, certain other parties and certain Lenders party thereto.

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

**WHEREAS**, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the registered Trademarks 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, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the 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 the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (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 United States 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, and (ii) the right to obtain all renewals thereof; provided however, no United States intent-to-use trademark or service mark application shall be deemed a “Trademark” to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under law (including

where a statement of use has not been filed with, and accepted by, the United Patent and Trademark Office).

(b) Schedule A hereto contains a true and accurate list of all of the federally registered United States Trademark registrations and applications for the registration of United States federal Trademarks (excluding Internet domain names) owned by the Grantor 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 Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the 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 the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. Subject to the terms and conditions of the Credit Agreement and Guarantee and Collateral Agreement, the Grantor additionally agrees to execute any additional instruments and take such further action as the Assignee reasonably deems necessary to perfect, protect, ensure the priority of or continue the Assignee's Lien on any Trademarks owned or subsequently acquired by the Grantor that constitute Collateral or to effect the purposes of this Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

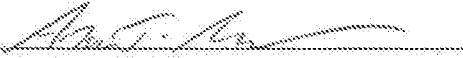
*[Signature page follows.]*

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

ASSIGNEE:

**SILICON VALLEY BANK,**  
as Administrative Agent

By:

  
Name: Andrew T. Merget  
Title: Vice President

Address of Assignee:

Silicon Valley Bank  
275 Grove Street  
Newton, Massachusetts 02466  
Attention: Andrew Merget  
Facsimile No.: 617-796-6938  
Email: amerget@svb.com

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006243 FRAME: 0908**

GRANTOR:

ENVIANCE, INC.

By: 

Name: Amy Stelling

Title: President & Chief Executive Officer

Mailing address:

Enviance, Inc.  
5780 Fleet Street, Suite 200  
Carlsbad, California 92008  
Attention: Craig Ross  
Email: [cross@enviance.com](mailto:cross@enviance.com)

SCHEDULE A - Registered Trademarks

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Enviance, Inc.	United States	2971003	7/19/2005	8/7/2000	Enviance, Inc.	Sphere Logo
Enviance, Inc.	United States	2618912	9/10/2002	3/20/2001	Enviance, Inc.	Sphere Logo
Enviance, Inc.	United States	2799029	12/23/2003	8/7/2000	Enviance, Inc.	Sphere Logo
Enviance, Inc.	United States	4305439	3/19/2013	3/7/2007	Enviance, Inc.	Software To Save The Planet
Enviance, Inc.	United States	2976477	7/26/2005	5/18/2000	Enviance, Inc.	Enviance
Enviance, Inc.	United States	2615961	9/3/2002	3/19/2001	Enviance, Inc.	Enviance
Enviance, Inc.	United States	2762766	9/9/2003	5/18/2000	Enviance, Inc.	Enviance
Enviance, Inc.	United States	5311097	10/17/2017	3/28/2017	Enviance, Inc.	Manage What Matters
Enviance, Inc.	World Intellectual Property Organization	1087335	6/24/2011		Enviance, Inc.	Enviance
Enviance, Inc.	Ukraine	1087335	6/24/2011		Enviance, Inc.	Enviance
Enviance, Inc.	China	1087335	6/24/2011		Enviance, Inc.	Enviance
Enviance, Inc.	European Community	2381945	3/31/2003		Enviance, Inc.	Enviance
Enviance, Inc.	United States	2311771	1/25/2000	1/7/1999	Actio Software Corporation	MSDS Vault
Enviance, Inc.	United States	2321241	2/22/2000	1/22/1999	Actio Software Corporation	Actio Regulator
Enviance, Inc.	United States	4340193	5/21/2013	6/14/2012	Actio Software Corporation	SDS Vault
Enviance, Inc.	United States	3700936	10/27/2009	9/24/2008	Enviance, Inc.	Breaktimer
Enviance, Inc.	United States	4420903	10/22/2013	12/18/2012	Enviance, Inc.	Ergocoach

Enviance, Inc.	United States	3582256	3/3/2009	10/19/2007	Enviance, Inc.	OES
Enviance, Inc.	United States	2932218	3/15/2005	4/30/2001	Enviance, Inc.	Remedy Interactive
Enviance, Inc.	United States	3633956	6/9/2009	4/24/2008	Enviance, Inc.	RSIGuard
Enviance, Inc.	United States	5164922	3/21/2017	7/25/2016	Enviance, Inc.	Manage What Matters