

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM465698

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALFRESCO SOFTWARE, INC.		03/09/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GUGGENHEIM CORPORATE FUNDING, LLC		
<b>Street Address:</b>	330 Madison Avenue, 11th		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4256389		
<b>Registration Number:</b>	3279538		
<b>Registration Number:</b>	4185642	ACTIVITI	
<b>Registration Number:</b>	4968679	ACTIVITI	
<b>Registration Number:</b>	3279537	ALFRESCO	
<b>Registration Number:</b>	4886388	SIMPLE + SMART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>			
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	047049-0023		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>SIGNATURE:</b>	/atk/		

OP \$165.00 4256389

<b>DATE SIGNED:</b>	03/14/2018
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**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of March 9, 2018 (this “**Agreement**”), among ALFRESCO SOFTWARE, INC., a Delaware corporation (the “**Grantor**”) and GUGGENHEIM CORPORATE FUNDING, LLC, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the U.S. Pledge and Security Agreement dated as of March 9, 2018 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, ALFRESCO SOFTWARE, INC., a Delaware corporation (the “**Borrower**”), AF SOFTWARE PARENT, INC., a Delaware corporation (“**Holdings**”), the Subsidiary Parties from time to time party thereto and the Collateral Agent, and (b) the Credit Agreement dated as of March 9, 2018 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Grantor, the Borrower, Holdings, the Subsidiaries of the Borrower from time to time party thereto, the Lenders and the Collateral Agent. The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the applicable Security Agreement. The rules of construction specified in Section 1.01 of the applicable Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of its Obligations, the Grantor, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”): all of the Trademarks owned by such Grantor, including the Trademarks listed on Schedule I, and all Proceeds thereof, in each case that constitute Collateral. For the avoidance of doubt, in accordance with the Security Agreement, Trademark Collateral does not include any intent-to-use (or similar) Trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the

security interests granted to the Collateral Agent pursuant to the applicable Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the applicable Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and any Security Agreement, the terms of the applicable Security Agreement shall govern.

**SECTION 4. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**ALFRESCO SOFTWARE, INC.**  
as the Grantor

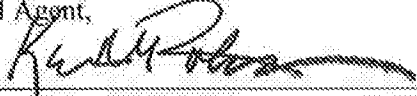
By: 

Name: Carlton Baab

Title: Chief Financial Officer, Vice President and  
Treasurer

GUGGENHEIM CORPORATE FUNDING, LLC as  
Collateral Agent,

By:


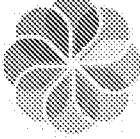
  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 006291 FRAME: 0291

**Schedule I**

**United States Trademarks and Trademark Applications**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registrant</b>	<b>Application No.</b>	<b>Registration No.</b>
<p><i>Design Only</i></p> 	U.S.	Alfresco Software, Inc.	85483117	4256389
<p><i>Design Only</i></p> 	U.S.	Alfresco Software, Inc.	78815884	3279538
ACTIVITI	U.S.	Alfresco Software, Inc.	85483113	4185642
ACTIVITI	U.S.	Alfresco Software, Inc.	86786572	4968679
ALFRESCO	U.S.	Alfresco Software, Inc.	78815875	3279537
SIMPLE + SMART	U.S.	Alfresco Software, Inc.	86164902	4886388