

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Software, LLC		05/25/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC		
Street Address:	150 South Wacker Drive, Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1673332	TIMELINE	
Registration Number:	2382663	WORKWISE	
Registration Number:	2450538	BUSINESS ALERTS	
Registration Number:	2456203	SCHOOL SAFETY SOFTWARE: SSP2000	
Registration Number:	2514193	GBA	
Registration Number:	3711778	G GLOBAL SOFTWARE INCORPORATED	
Registration Number:	3831785	ED QUERYEXCHANGE	
Registration Number:	5421026	QUERYEXCHANGE	
Registration Number:	5051531	SPREADSHEET SERVER	
Registration Number:	2140219	T	
Serial Number:	87867213	SHEETRIGHT	
CORRESPONDENCE DATA			
Fax Number:	2134522329		
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		

CH \$290.00 1673332

Address Line 4:	Los Angeles, CALIFORNIA 90071
ATTORNEY DOCKET NUMBER:	1182886-0020-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	05/29/2018
Total Attachments: 5 source=Terra - Trademark Security Agreement#page1.tif source=Terra - Trademark Security Agreement#page2.tif source=Terra - Trademark Security Agreement#page3.tif source=Terra - Trademark Security Agreement#page4.tif source=Terra - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of May 25, 2018 (this “Trademark Security Agreement”), is made by each Pledgor that is a signatory hereto, in favor of Golub Capital LLC, in its capacity as collateral agent for the secured parties (in such capacity, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of May 25, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among GS AcquisitionCo, Inc., a Delaware corporation (the “Borrower”), GS Intermediate, Inc., a Delaware corporation (“Holdings”), the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral

Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Remainder of this page intentionally left blank]

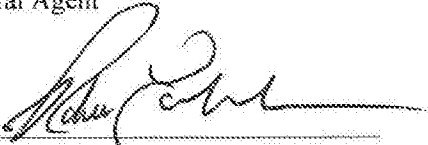
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GLOBAL SOFTWARE, LLC, as Pledgor

By: 
Name: Michael Lipps
Title: Chief Executive Officer

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

GOLUB CAPITAL LLC,
as Collateral Agent

By: 

Name: Robert G. Tuchscherer
Title: Managing Director




[Signature Page to Trademark Security Agreement -- Global Software, LLC]

TRADEMARK
REEL: 006337 FRAME: 0373

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	TITLE	REGISTRATION NUMBER
Global Software, LLC	Timeline	1,673,332
Global Software, LLC	Workwise	2,382,663
Global Software, LLC	Business Alerts	2,450,538
Global Software, LLC	School Safety Software: SSP2000	2,456,203
Global Software, LLC	GBA	2,514,193
Global Software, LLC	G Global Software Incorporated 	3,711,778
Global Software, LLC	ED QueryExchange 	3,831,785
Global Software, LLC	QUERYEXCHANGE	5,421,026
Global Software, LLC	SPREADSHEET SERVER	5,051,531
Global Software, LLC		2,140,219

United States Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER
Global Software, LLC	SHEETRIGHT	87/867213