

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484537

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Daptiv Solutions, LLC		07/06/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3961450	BAROMETERIT	
Registration Number:	5045686	DAPTIV	
Registration Number:	4169906	ITGENOME	
Registration Number:	4068752	PEOPLE DRIVEN ARCHITECTURE	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202.739.3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	058438-14-0716		
NAME OF SUBMITTER:	Jennifer C. Evans		
SIGNATURE:	/jce/		
DATE SIGNED:	08/02/2018		
Total Attachments: 11			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 6th day of July, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO CAPITAL FINANCE CORPORATION CANADA**, an Ontario corporation (“Wells Fargo”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its permitted successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 6, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among CHANGEPOINT B.V., a private company with limited liability incorporated under the laws of the Netherlands and registered with the Dutch trade register under number 59759577 (“Parent”), and CHANGEPOINT CANADA ULC, an unlimited liability company incorporated under the laws of British Columbia (“Changepoint” and, together with any other Person that joins the Credit Agreement as a Borrower in accordance with the terms thereof, each individually a “Borrower”, and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its permitted successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain U.S. Guaranty and Security Agreement, dated as of July 6, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks including those referred to on Schedule I and all Trademark Intellectual Property Licenses to which it is a party;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License; provided, however, the Trademark Collateral shall not include any Excluded Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

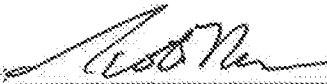
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

DAPTIV SOLUTIONS, LLC, a Delaware
limited liability company

By: 

Name: Scott Mahan

Title: Chief Financial Officer

[SIGNATURE PAGE TO U.S. TRADEMARK SECURITY AGREEMENT]

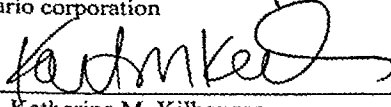
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AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA,
an Ontario corporation

By:



Name: Katherine M. Kilbourne
Title: Executive Vice President and
Chief Financial Officer

[SIGNATURE PAGE TO U.S. TRADEMARK SECURITY AGREEMENT]

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SCHEDULE I

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TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

MARK	COUNTRY	REG. NO. (APP. NO.)	GOODS/SERVICES	REG. DATE (APP. DATE)	OWNER	STATUS
BAROMETERIT	USA	3,961,450	IC 09: Computer software for use in searching and organizing information in the field of information technology IC 42: Consulting in the field of information technology; Software as a service (SAAS) services featuring software for use in searching and organizing information in the field of information technology	05/17/2011	Daptiv Solutions, LLC, with an address at 1111 Third Avenue, Suite 700, Seattle, Washington 98101	Registered; Renewal due 05/17/2021
DAPTIV	USA	5,045,686	IC 09: Computer software for project management; computer software for business, project and personnel productivity management; enterprise resource management software; software	09/20/2016	Daptiv Solutions LLC, with an address at 1111 Third Avenue, Suite 700, Seattle, Washington 98101	Registered; Declaration of Use due 09/20/2022

MARK	COUNTRY	REG. NO. (APP. NO.)	GOODS/SERVICES	REG. DATE (APP. DATE)	OWNER	STATUS
			<p>development tools; computer software platforms for developing a wide variety of software applications; computer software for use in customer service, help desk and trouble ticketing management; computer software for use in expense management and tracking; computer software for use in managing product research and development processes; computer software for transmitting information over a global electronic and optical communications network; computer software for computer system and application development, deployment and management; computer software for information technology management</p>			

IC 38: Providing
electronic bulletin

MARK	COUNTRY	REG. NO. (APP. NO.)	GOODS/SERVICES	REG. DATE (APP. DATE)	OWNER	STATUS
			<p>boards and message boards among users for transmission of a wide range of information for general interest</p> <p>IC 42: Providing temporary use of on-line non downloadable software for project management; providing temporary use of on-line non downloadable software for business, project and personnel productivity management; providing temporary use of on-line non downloadable enterprise resource management software; computer consultation services, namely, technical consulting services in the fields of utilizing software for business, project and personnel productivity management; consulting services in the field of design, selection, implementation and use of computer hardware</p>			

MARK	COUNTRY	REG. NO. (APP. NO.)	GOODS/SERVICES	REG. DATE (APP. DATE)	OWNER	STATUS
			<p>and software systems for others; computer software development, namely, design and implementation of secure electronic networks for transmission of confidential information; computer project management services; installation of computer software; providing temporary use of on-line non downloadable software and software tools for software development by others; providing temporary use of on-line non downloadable software for use in customer service, help desk and trouble ticketing management; providing temporary use of on-line non downloadable software for transmitting information over a global electronic and optical communications network; providing temporary use on-line of</p>			

MARK	COUNTRY	REG. NO. (APP. NO.)	GOODS/SERVICES	REG. DATE (APP. DATE)	OWNER	STATUS
ITGENOME	USA	4,169,906	non-downloadable computer software for use in managing product research and development processes; providing temporary use of on-line non downloadable computer software for information technology management; application service provider, namely, hosting, managing, developing, and maintaining applications, software, websites, and databases in the fields of personal productivity, wireless communication, mobile information access, and remote data management	07/10/2012	Dapiv Solutions, LLC (as successor in interest by merger to Barometer Inc.)	Registered; Declaration of Use due 07/10/2018

MARK	COUNTRY	REG. NO.	GOODS/SERVICE S	REG. DATE	OWNER	STATUS
PEOPLE DRIVEN ARCHITECTURE	USA	4,068,752	IC 42: Consulting in the field of information technology; Software as a service (SAAS) services featuring software for use in searching and organizing information in the field of information technology	12/06/2011	Daptiv Solutions, LLC (as successor in interest by Barometer Inc.)	Registered; Late Declaration due 06/06/2018

TRADEMARK

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RECORDED: 08/02/2018