

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zyme Solutions, Inc.		11/26/2018	Corporation: DELAWARE
Zyme CCI LLC		11/26/2018	Limited Liability Company: CALIFORNIA
E2open, LLC		11/26/2018	Limited Liability Company: DELAWARE
INTTRA Inc.		11/26/2018	Corporation: DELAWARE
Steelwedge Software, Inc.		11/26/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as collateral agent		
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: 22			
Property Type	Number	Word Mark	
Registration Number:	5052889	DECISION GRADE CHANNEL VISIBILITY - SALE	
Registration Number:	4932546	THE NEW SMART CHANNEL	
Registration Number:	4908882	ZYME	
Registration Number:	4908671	TRUEDATA	
Registration Number:	4533138	SMARTER CHANNEL MANAGEMENT	
Registration Number:	3704858	TECH CHANNEL INDEX	
Registration Number:	2640753	PROGRAMSPRO	
Registration Number:	4176099	ONE-CLICK PLANNING	
Registration Number:	4437219	PLAN. PERFORM. PROFIT	
Registration Number:	3856017	STEELWEDGE	
Registration Number:	5109537	PLANSTREAMING	
Registration Number:	5169835	S	
Registration Number:	5517092	HARMONY	
Registration Number:	4608029		

CH \$565.00 5052889

Property Type	Number	Word Mark
Registration Number:	4619413	INFINITE INNOVATION
Registration Number:	2698467	
Registration Number:	2719688	E2OPEN
Registration Number:	2687120	E2OPEN
Registration Number:	2696414	E2OPEN
Registration Number:	5565455	C-FAST
Registration Number:	2692242	INTTRA
Serial Number:	87435159	AVANTIDA

CORRESPONDENCE DATA

Fax Number:

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1182886-0051-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 11/26/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT, dated as of November 26, 2018 (this “Agreement”), among Zyme Solutions, Inc., a Delaware corporation, Zyme CCILLC, a California limited liability company, Steelwedge Software, Inc., a California corporation, E2open, LLC, a Delaware limited liability company, and INTTRA Inc., a Delaware corporation (each, a “Grantor” and collectively, the “Grantors”) and GOLUB CAPITAL MARKETS LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain Credit Agreement, dated as of November 26, 2018 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among E2OPEN INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), E2OPEN, LLC, a Delaware limited liability company (the “Borrower”), and GOLUB CAPITAL MARKETS LLC, as the administrative agent, and (b) that certain Collateral Agreement, dated as of November 26, 2018 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 1. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of such Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

SECTION 2. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan

Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 3. Collateral Agreement. Each 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 Collateral 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 the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws 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.

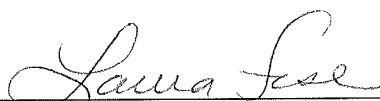
E2OPEN, LLC, as a Grantor

By 
Name: Laura Fese
Title: Secretary

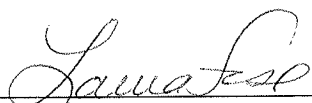
STEELWEDGE SOFTWARE, INC., as a Grantor

By 
Name: Laura Fese
Title: Secretary

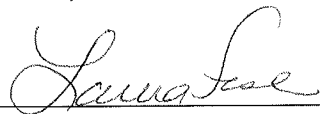
ZYME SOLUTIONS, INC., as a Grantor

By 
Name: Laura Fese
Title: Secretary

ZYME CCI LLC, as a Grantor

By 
Name: Laura Fese
Title: Secretary

INTTRA INC., as a Grantor

By 
Name: Laura Fese
Title: Vice President and Secretary

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

**GOLUB CAPITAL MARKETS LLC, as
Collateral Agent**

By: _____


Name: Robert G. Tuchscherer

Title: Managing Director

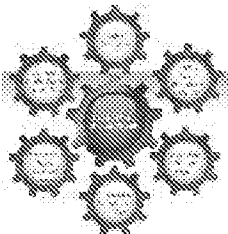
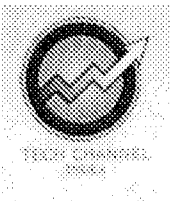
[Signature Page to Trademark Security Agreement]




**TRADEMARK
REEL: 006541 FRAME: 0776**


Schedule I

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks

MARK NAME	APPLICATION No.	FILED	REGISTRATION NO	REGISTERED	STATUS	CLASSES	OWNER
	86/779,846	10/6/2015	5,052,889	10/4/2016	Registered	35	Zyme Solutions, Inc.
The New Smart Channel	86/779,846	10/6/2015	4,932,546	4/5/2016	Registered	42	Zyme Solutions, Inc.
Zyme	86/779,763	10/6/2015	4,908,882	3/1/2016	Registered	35, 42	Zyme Solutions, Inc.
TrueData	86/708,748	7/29/2015	4,908,671	3/1/2016	Registered	42	Zyme Solutions, Inc.
Smarter Channel Management	86/071,840	9/23/2013	4,533,138	5/20/2014	Registered	35	Zyme Solutions, Inc.
	77/701,790	3/30/2009	3,704,858	11/3/2009	Registered	35	Zyme Solutions, Inc.
ProgramsPro	76/218,968	3/1/2001	2,640,753	10/22/2002	Registered	9	Zyme CCI LLC
ONE-CLICK PLANNING	77/983,152	3/6/2010	4,176,099	7/17/2012	Registered	42	Steelwedge Software, Inc.
PLAN.PERFORM.PROFIT	85/616,217	5/3/2012	4,437,219	11/19/2013	Registered	42	Steelwedge Software, Inc.

MARK NAME	APPLICATION No.	FILED	REGISTRATION NO	REGISTERED	STATUS	CLASSES	OWNER
STEELWEDGE	77/906,624	1/7/2010	3,856,017	10/5/2010	Registered	9, 42	Steelwedge Software, Inc.
PLANSTREAMING	87/043,324	5/19/2016	5,109,537	12/27/16	Registered	42	Steelwedge Software, Inc.
	87/062,899	6/7/2016	5,169,835	3/28/2017	Registered	9, 42	Steelwedge Software, Inc.
HARMONY	87/530,360	7/17/2017	5,517,092	7/17/2018	Registered	9	E2open, LLC
	85/836,892	1/30/2013	4,608,029	9/23/2014	Registered	35	E2open, LLC
INFINITE INNOVATION	85/836,949	1/30/2013	4,619,413	10/14/2014	Registered	35	E2open, LLC
	76/218,355	2/28/2001	2,698,467	3/18/2003	Registered	9, 35, 38	E2open, LLC (f/k/a E2open, Inc.)
E2OPEN	76/049,750	5/16/2000	2,719,688	5/27/2003	Registered	35, 38, 42	E2open, LLC (f/k/a E2open, Inc.)
E2OPEN	76/108,798	8/11/2000	2/687,120	2/11/2003	Registered	35, 38	E2open, LLC (f/k/a E2open, Inc.)

MARK NAME	APPLICATION No.	FILED	REGISTRATION NO	REGISTERED	STATUS	CLASSES	OWNER
	76/218,354	2/28/2002	2/696,414	3/11/2003	Registered	9, 35, 38	E2open, LLC (f/k/a E2open, Inc.)
C-FAST	87/791794	2/9/2018	5565455	9/18/2018	Registered	42	INTTRA Inc.
INTTRA	76/249376	5/2/2001	2692242	3/4/2003	Registered	39	INTTRA Inc.

Trademark Applications

MARK NAME	APPLICATION NO.	FILED	CLASSES	OWNER
AVANTIDA	87/435159	5/3/2017	35, 39	INTTRA Inc.