

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511234

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Genesys Telecommunications Laboratories, Inc.		02/21/2019	Corporation: CALIFORNIA
Altocloud Ltd.		02/21/2019	Limited Liability Company: IRELAND

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 N Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	87913577	GENESYS UNIVERSAL SCRIPTING
Serial Number:	88214011	LATITUDE BY GENESYS
Serial Number:	86352670	GURU
Serial Number:	88033276	ALTOCLOUD
Serial Number:	88054997	ALTOCLOUD CONNECT WITH YOUR DIGITAL CUST
Serial Number:	88100212	CUSTOMER MOMENTS SCIENTIST
Serial Number:	86352674	GENESYS GURU
Serial Number:	87931218	PURECLOUD API
Serial Number:	87949160	PURESUCCESS
Serial Number:	86732103	GENESYS APPFOUNDRY
Serial Number:	86316308	PURECLOUD PLATFORM
Serial Number:	87800373	APPFOUNDRY
Serial Number:	87812588	PURECLOUD BRIDGE SERVER
Serial Number:	87635816	KATE BY GENESYS
Serial Number:	87635815	KATE
Serial Number:	87635812	BLENDED AI
Serial Number:	87635811	BLENDED AI BY GENESYS

OP \$790.00 87913577

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87651054	ACTIONABLE ANALYTICS
Serial Number:	87680555	REPLY PATH
Serial Number:	87680560	REPLY PATH BY GENESYS
Serial Number:	87614727	PURECLOUD
Serial Number:	87614731	PURECONNECT
Serial Number:	87614735	PUREENGAGE
Serial Number:	86514502	INTERACTION CONNECT
Serial Number:	85813434	GENESYS SMART LINK
Serial Number:	85813433	GENESYS MOBILE ENGAGEMENT
Serial Number:	87425066	G
Serial Number:	87425027	G GENESYS MOMENTS CONNECTED
Serial Number:	87425055	GENESYS MOMENTS CONNECTED
Serial Number:	87425000	G GENESYS
Serial Number:	85813432	GENESYS SOCIAL ENGAGEMENT

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	02/22/2019

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Genesys Telecommunications Laboratories, Inc.
2001 Junipero Serra Blvd.
Daly City, CA 94104
 Corporation - California, USA
- 2. Altocloud Ltd.
Portershed Eyesquare
Galway, Ireland H91HY51
 Limited Liability Company - Galway, Ireland

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 21, 2019

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 101 N Tryon Street

City: Charlotte

State: NC

Country: USA Zip: 28255

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
see attached Schedule A

B. Trademark Registration No.(s)
see attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Sr. Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08061.1520

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

31

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

February 22, 2019

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 006571 FRAME: 0061

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of February 21, 2019, among the Persons listed on the signature pages hereof (each a “Grantor” and collectively the “Grantors”), and BANK OF AMERICA, N.A., as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Collateral Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of December 1, 2016 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”) among **GREENEDEN U.S. HOLDINGS I, LLC**, a Delaware limited liability company (“Holdings”), **GREENEDEN U.S. HOLDINGS II, LLC**, a Delaware limited liability company (the “Borrower”), **GENESYS TELECOMMUNICATIONS LABORATORIES, INC.**, a California corporation (the “U.S. Co-Borrower”), each of the Subsidiaries of the Borrower listed on Annex A hereto or that becomes a party hereto pursuant to Section 7.13 hereof (each such Subsidiary, individually, a “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”; and together with Holdings and each of the Borrowers, collectively, the “Grantors”) and **BANK OF AMERICA, N.A.**, as Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6, 1.7, 1.8 and 1.11 of the Credit Agreement shall apply to this Trademark Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, the Grantors have agreed to execute or otherwise authenticate and deliver this Trademark Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantors’ U.S. Recordable Intellectual Property with, as applicable, the United States Patent and Trademark Office (“USPTO”) or the United States Copyright Office (“USCO”), necessary to perfect the Security Interest hereunder in such U.S. Recordable Intellectual Property.

Accordingly, the Collateral Agent and the Grantors agree as follows:

SECTION 1. Grant of Security. The Grantors hereby grant to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantors’ right, title and interest in and to the United States trademark registrations and applications and exclusive licenses thereof (including all goodwill associated therewith or symbolized thereby), but excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, of such Grantors, including those set forth in Schedule A hereto, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the “Trademark Collateral”).

SECTION 2. Security for First Lien Obligations. The grant of a security interest in the Trademark Collateral by the Grantors under this Trademark Security Agreement secures the payment of all amounts that constitute part of the First Lien Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantors.

SECTION 3. Recordation. The Grantors authorize and request that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to the Grantors shall be given to it in care of the Borrower at the Borrower’s address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect) or any comparable provision of any Additional First Lien Agreement, the Grantors agree to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Trademark Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have duly executed this Trademark Security Agreement as of the day and year first above written.

GRANTORS

GENESYS TELECOMMUNICATIONS
LABORATORIES, INC.

By: *Michelle E. Demarco*
Name: Michelle Demarco
Title: Treasurer

ALTOCLOUD LTD.

By: _____
Name: Mark Alloy
Title: Director

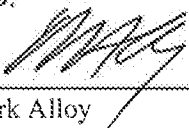
IN WITNESS WHEREOF, the Grantors and the Collateral Agent have duly executed this Trademark Security Agreement as of the day and year first above written.

GRANTORS

GENESYS TELECOMMUNICATIONS
LABORATORIES, INC.

By: _____
Name: Michelle Demarco
Title: Treasurer

ALTOCLOUD LTD.

By:  _____
Name: Mark Alloy
Title: Director

COLLATERAL AGENT

BANK OF AMERICA, N.A., as Collateral Agent

By: Liliana Claar
Name: Liliana Claar
Title: Vice President

:

SCHEDULE A

U.S. Trademark Registrations and Trademark Applications

Owner	Mark	Serial Number	Registration Number
Genesys Telecommunications Laboratories, Inc.	GENESYS UNIVERSAL SCRIPTING	87913577	5601392
Genesys Telecommunications Laboratories, Inc.	LATITUDE BY GENESYS	88214011	-
Genesys Telecommunications Laboratories, Inc.	GURU	5508792	86/352670
Altocloud Ltd.	ALTOCLOUD	88033276	-
Altocloud Ltd.	Altocloud Logo	88054997	-
Genesys Telecommunications Laboratories, Inc.	CUSTOMER MOMENTS SCIENTIST	88100212	-
Genesys Telecommunications Laboratories, Inc.	GENESYS GURU	5486792	86/352674
Genesys Telecommunications Laboratories, Inc.	PURECLOUD API and Design	87/931218	-
Genesys Telecommunications Laboratories, Inc.	PURESUCCESS	87/949160	-
Genesys Telecommunications Laboratories, Inc.	GENESYS APPFOUNDRY	5407929	86/732103
Genesys Telecommunications Laboratories, Inc.	PURECLOUD PLATFORM	5413119	86/316308
Genesys Telecommunications Laboratories, Inc.	APPFOUNDRY Logo	87/800373	-
Genesys Telecommunications Laboratories, Inc.	PURECLOUD BRIDGE SERVER	87/812588	-
Genesys Telecommunications Laboratories, Inc.	KATE BY GENESYS	87/635816	-
Genesys Telecommunications Laboratories, Inc.	KATE	87/635815	-
Genesys Telecommunications Laboratories, Inc.	BLENDED AI	87/635812	-
Genesys Telecommunications Laboratories, Inc.	BLENDED AI BY GENESYS	87/635811	-
Genesys Telecommunications Laboratories, Inc.	ACTIONABLE ANALYTICS	87/651054	-
Genesys Telecommunications Laboratories, Inc.	REPLY PATH	87/680555	-
Genesys Telecommunications Laboratories, Inc.	REPLY PATH BY GENESYS	87/680560	-
Genesys Telecommunications Laboratories, Inc.	PURECLOUD Logo	87/614727	-
Genesys Telecommunications Laboratories, Inc.	PURECONNECT Logo	87/614731	-
Genesys Telecommunications Laboratories, Inc.	PUREENGAGE Logo	87/614735	-
Interactive Intelligence, Inc.	INTERACTION CONNECT	5186984	86/514502

Owner	Mark	Serial Number	Registration Number
Genesys Telecommunications Laboratories, Inc.	GENESYS SMART LINK	5176586	85/813434
Genesys Telecommunications Laboratories, Inc.	GENESYS MOBILE ENGAGEMENT	5176585	85/813433
Genesys Telecommunications Laboratories, Inc.	Bubble Logo	87/425066	-
Genesys Telecommunications Laboratories, Inc.	GENESYS MOMENTS CONNECTED Logo	87/425027	-
Genesys Telecommunications Laboratories, Inc.	GENESYS MOMENTS CONNECTED	87/425055	-
Genesys Telecommunications Laboratories, Inc.	GENESYS Bubble Logo	87/425000	-
Genesys Telecommunications Laboratories, Inc.	GENESYS SOCIAL ENGAGEMENT	85/813432	5171745