

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511275

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Worksoft, Inc.		02/22/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VARAGON CAPITAL PARTNERS AGENT, LLC, as administrative agent		
<b>Street Address:</b>	225 W. Washington Street, 21st Floor		
<b>Internal Address:</b>	c/o Cortland Capital Market Services LLC		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4925749	WORKSOFT ANALYZE	
<b>Registration Number:</b>	2426666	WORKSOFT	
<b>Registration Number:</b>	5266148	WORKSOFT CERTIFY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2122942684		
<b>Email:</b>	trademarkny@winston.com		
<b>Correspondent Name:</b>	Lynn Tanner		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 2:</b>	Winston & Strawn LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>ATTORNEY DOCKET NUMBER:</b>	087235.00002		
<b>NAME OF SUBMITTER:</b>	Lynn Tanner		
<b>SIGNATURE:</b>	/Lynn Tanner by trademarkny/		
<b>DATE SIGNED:</b>	02/22/2019		
<b>Total Attachments: 9</b>			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 22, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of VARAGON CAPITAL PARTNERS AGENT, LLC, as administrative agent and collateral agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Worksoft Midco, LLC, a Delaware limited liability company, Impala Sub, Inc., a Delaware corporation (the “Initial Borrower”), as the Initial Borrower, and (upon the consummation of the Closing Date Acquisition, as the successor-in-interest to the Initial Borrower by operation of law) Worksoft, Inc., a Delaware corporation (the “Successor Borrower”), as the Borrower, have entered into the Credit Agreement dated as of October 5, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several institutions or entities from time to time party thereto as lenders and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Initial Borrower and (upon and after the consummation of the Closing Date Acquisition) the Successor Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement dated as of February 22, 2019 in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“Copyrights”);

(b) all Copyright Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 1;

(c) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (a) and (b) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) and (b) above (the items described in (a), (b) and (c), collectively, the "Copyright Collateral");

(d) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(e) all Trademark Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 2;

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (d) and (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (d) and (e) above (items described in clauses (d), (e) and (f), collectively, the "Trademark Collateral");

(g) (i) all United States and foreign patents, patent applications and patentable inventions, including each issued patent and patent application identified in Schedule 3, all certificates of invention or similar property rights and all registrations, recordings and pending applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the "Patents");

(h) all Patent Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 3; and

(i) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (g) and (h) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (g) and (h) above (items described in (f), (g) and (h), collectively, the "Patent Collateral").

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

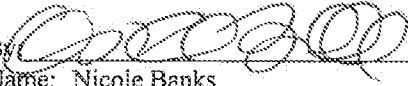
SECTION 7 Intercreditor Arrangements Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, may be subject to intercreditor arrangements entered into in accordance with the Credit Agreement. In the event of any conflict or inconsistency between the provisions of such intercreditor arrangements and this Agreement, the terms of the definitive documentation governing any such intercreditor arrangements shall govern.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

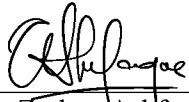
WORKSOFT, INC.

By   
Name: Nicole Banks  
Title: Vice President

[IP Security Agreement]

VARAGON CAPITAL PARTNERS AGENT, LLC,  
as Administrative Agent

By: Varagon Capital Partners, L.P., its sole member

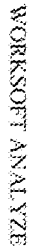

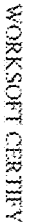

By:   
Name: Zeshan Ashfaque  
Title: Managing Director

COPYRIGHTS

None



## TRADEMARKS

Mark Name	Image	Country	Application Number	Filed Date	Registration Number	Registration Date	Next Deadline
WORKSOFT ANALYZE		United States of America	86/627,205	05-12-2015	4,925,749	03-29-2016	Section 8 Due 03-29-2021
WORKSOFT		United States of America	75/854,856	04-21-1999	2,426,666	02-06-2001	Renewal Application Due 02-06-2021
WORKSOFT CERTIFY		United States of America	87/396,057	04-03-2017	5,266,148	08-15-2017	Section 8 Due 08-15-2022
WORKSOFT CERTIFY		Canada	1405751	08-01-2008	TMA819775	03-13-2012	Renewal Application Due 03-13-2027
WORKSOFT CANADA		Canada	1404506	07-23-2008	TMA760562	03-01-2010	Renewal Application Due 03-01-2025

## PATENTS

CTRY	SERIAL NO.	PATENT NO.	FILED	STATUS	TITLE	NEXT UPCOMING ACTION AND DUE DATE
US	11/033,361	7,600,220	1/11/2005	Issued	EXTENSIBLE EXECUTION LANGUAGE	3rd Maintenance Fee 4/6/2021
US	11/781,701	8,141,043	7/23/2007	Issued	AUTOMATED BUSINESS PROCESS TESTING THAT SPANS MULTIPLE PLATFORMS OR APPLICATIONS	2nd Maintenance Fee 9/20/2019
US	12/572,738	7,917,896	10/2/2009	Issued	EXTENSIBLE EXECUTION LANGUAGE	3rd Maintenance Fee 9/29/2022
CA	2694303	2,694,303	7/17/2008	Issued	EXTENSIBLE EXECUTION LANGUAGE	Annuity Due 7/17/2019
HK	10104363.9		5/4/2010	Published	EXTENSIBLE EXECUTION LANGUAGE	Annuity Due 7/17/2019
US	13/417,597	8,296,736	3/12/2012	Issued	AUTOMATED BUSINESS PROCESS TESTING THAT SPANS MULTIPLE PLATFORMS OR APPLICATIONS	2nd Maintenance Fee 4/23/2020
US	13/006,759	8,997,053	1/14/2011	Issued	SYSTEM AND METHOD FOR AUTOMATED TESTING OF SOFTWARE APPLICATIONS WITH DYNAMIC USER INTERFACES SPANNING MULTIPLE TECHNOLOGIES	2nd Maintenance Fee 9/30/2022
US	14/675,155		3/31/2015	Published	SYSTEM AND METHOD FOR AUTOMATED TESTING OF SOFTWARE APPLICATIONS WITH DYNAMIC USER INTERFACES SPANNING MULTIPLE TECHNOLOGIES	Broadened Reissue Deadline 9/26/2019
US	14/815,059		7/31/2015	Published	SYSTEM AND METHOD FOR BUSINESS PROCESS MULTIPLE VARIANT VIEW	Status Check 3/12/2019

CTRY	SERIAL NO.	PATENT NO.	FILED	STATUS	TITLE	NEXT UPCOMING ACTION AND DUE DATE
DE	11 2016 003 484.9		5/10/2016	Published	SYSTEM AND METHOD FOR BUSINESS PROCESS MULTIPLE VARIANT VIEW	Annuity Due 5/10/2019
GB	1801046.2		5/10/2016	Pending	SYSTEM AND METHOD FOR BUSINESS PROCESS MULTIPLE VARIANT VIEW	Annuity Due 5/10/2020

TRADEMARK

REEL: 006571 FRAME: 0293

RECORDED: 02/22/2019