

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM517087

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Quickbase, Inc.		04/02/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital Markets LLC, as Collateral Agent		
<b>Street Address:</b>	666 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10103		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5591207	APPS EMPOWERED	
<b>Registration Number:</b>	5409020	Q	
<b>Registration Number:</b>	5638778	Q QUICK BASE	
<b>Registration Number:</b>	1953071	QUICKBASE	
<b>Registration Number:</b>	2716241	QUICKBASE	
<b>Registration Number:</b>	4708981	QUICKBASE EXCHANGE	
<b>Registration Number:</b>	4833224	QUICKBASE SYNC	
<b>Registration Number:</b>	5515047	THE PLATFORM FOR APP-ENABLED BUSINESS	
<b>Registration Number:</b>	5650136	Q QUICK BASE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123548113		
<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>	6463667120		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Daniel Gold		
<b>Address Line 1:</b>	1221 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	1182886-0063-N997		

CH \$240.00 5591207

<b>NAME OF SUBMITTER:</b>	Daniel Gold
<b>SIGNATURE:</b>	/Daniel Gold/
<b>DATE SIGNED:</b>	04/02/2019
<b>Total Attachments: 5</b> source=Project Trilogy - IPSA - 1L Trademark Security Agreement [EXECUTED]#page1.tif source=Project Trilogy - IPSA - 1L Trademark Security Agreement [EXECUTED]#page2.tif source=Project Trilogy - IPSA - 1L Trademark Security Agreement [EXECUTED]#page3.tif source=Project Trilogy - IPSA - 1L Trademark Security Agreement [EXECUTED]#page4.tif source=Project Trilogy - IPSA - 1L Trademark Security Agreement [EXECUTED]#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of April 2, 2019 (this “**Trademark Security Agreement**”), is made by each signatory hereto listed under “Pledgors” (each a “**Pledgor**” and collectively, the “**Pledgors**”), in favor of Golub Capital Markets LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain First Lien Credit Agreement, dated as of April 2, 2019 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among Globetrotter Merger Sub, Inc., a Delaware corporation (“**Merger Sub**” and, prior to the consummation of the Closing Date Acquisition, the “**Borrower**”), upon consummation of the Closing Date Acquisition, Quartz Holding Company, a Delaware corporation (“**Quartz**” and the “**Borrower**”) and Globetrotter Intermediate, LLC, a Delaware limited liability company (“**Holdings**”), the other guarantors from time to time party thereto, the lenders and issuing banks from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S E T H:

WHEREAS, the Pledgors are party to a First Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced 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, each Pledgor hereby agrees 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. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks, including, without limitation, the United States registered all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto, (iv) income, fees, royalties, damages,

claims and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof or unfair competition therewith, and (v) rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof or unfair competition therewith; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

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

SECTION 5. 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.

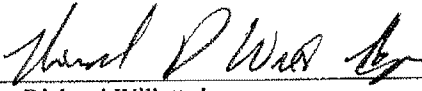
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

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

**PLEDGOR:**

**QUICKBASE, INC.,**  
a Delaware corporation

By: 

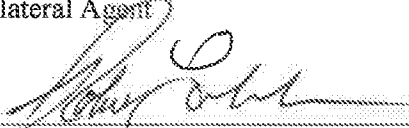
Name: Richard Willett, Jr.

Title: Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

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

By: 

Name: Robert G. Tuchscherer




Title: Managing Director

[Signature Page to First Lien Trademark Security Agreement]

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
Quickbase, Inc.	APPS EMPOWERED	5591207
Quickbase, Inc.	Q (and Design) 	5409020
Quickbase, Inc.	Q QUICK BASE (and design) 	5638778
Quickbase, Inc.	QUICKBASE	1953071
Quickbase, Inc.	QUICKBASE	2716241
Quickbase, Inc.	QUICKBASE EXCHANGE	4708981
Quickbase, Inc.	QUICKBASE SYNC	4833224
Quickbase, Inc.	THE PLATFORM FOR APP-ENABLED BUSINESS	5515047
Quickbase, Inc.	Q QUICK BASE (and design) 	5650136

United States Trademark Applications:

None.