

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM518889

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	PATENT AND TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CORCENTRIC ACQUISITION, LLC		04/10/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Agent		
<b>Street Address:</b>	135 S. LaSalle Street		
<b>Internal Address:</b>	Suite 925		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5177204	DETERMINE	
<b>Registration Number:</b>	5241654	PLATFORMANCE	
<b>Registration Number:</b>	2927890	IASTA	
<b>Registration Number:</b>	3731262	SELECTICA	
<b>Registration Number:</b>	4777469	SELECTICA	
<b>Registration Number:</b>	3420681	SMARTANALYTICS	
<b>Registration Number:</b>	4949303	SMARTCONTRACTS	
<b>Registration Number:</b>	3693608	SMARTCONTRACTS	
<b>Registration Number:</b>	3648950	SMARTOPTIMIZATION	
<b>Registration Number:</b>	5005867	SMARTSOURCE	
<b>Registration Number:</b>	3356270	SMARTSOURCE	
<b>Registration Number:</b>	3693607	SMARTSOURCE SRM	
<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>TRADEMARK</b>			

CH \$315.00 5177204

**Correspondent Name:** Becky Troutman  
**Address Line 1:** 101 California Street  
**Address Line 2:** Winston & Strawn LLP  
**Address Line 4:** San Francisco, CALIFORNIA 94111-5840

**ATTORNEY DOCKET NUMBER:** 1740/261

**NAME OF SUBMITTER:** Becky Troutman

**SIGNATURE:** /Becky Troutman by trademarkny/

**DATE SIGNED:** 04/12/2019

**Total Attachments: 6**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 10, 2019, by CORCENTRIC ACQUISITION, LLC, a Delaware limited liability company (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as agent for the Lenders (as defined below) (in such capacity, the "Agent").

### RECITALS

WHEREAS, the Lenders have severally agreed to extend credit to the Grantor pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of November 15, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), by and among CORCENTRIC, INC., a Delaware corporation ("Company Parent"), CORCENTRIC, LLC, a Delaware limited liability company (the "Company"), CORCENTRIC CAPITAL EQUIPMENT SOLUTIONS, LLC, a Florida limited liability company ("Corcentric Capital Equipment" and together with the Company, and the Company Parent, collectively, "Borrowers" and each, a "Borrower"), the financial institutions that are or may from time to time become parties thereto (the "Lenders"), and the Agent, pursuant to which the Lenders have agreed to make loans to Borrowers (unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Loan and Security Agreement);

WHEREAS, pursuant to the terms of the Loan and Security Agreement the Obligations of the Borrowers under the Loan and Security Agreement are secured;

WHEREAS, pursuant to the Loan and Security Agreement, the Grantor is required to execute and deliver to the Agent, for the ratable benefit of the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title and interest in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers and other Obligors under the Loan and Security Agreement or any other Loan Document.

In consideration of the mutual agreements set forth herein and in the Loan and Security Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

4. each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

5. each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;

6. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Loan and Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is subject to the terms and conditions of the Intercreditor Agreement and in the event of any conflict between the terms hereof and thereof, the terms of the Intercreditor Agreement shall govern.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CORCENTRIC ACQUISITION, LLC

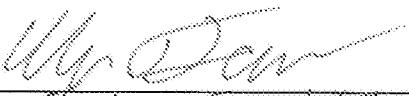
By: 

Name: Mark A. Joyce

Title: EVP & CFO

Acknowledged:

BANK OF AMERICA, N.A., as Agent

By:   
Name: Charles Fairchild  
Title: Senior Vice President

**SCHEDULE 1**  
**TO**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Trademarks, Trademark Applications and Trademark Licenses**

**UNITED STATES TRADEMARKS:**

Registrations:

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
DETERMINE	Corcentric Acquisition, LLC	Registered	5,177,204	April 4, 2017
PLATFORMANCE	Corcentric Acquisition, LLC	Registered	5,241,654	July 11, 2017
IASTA (STYLIZED)	Corcentric Acquisition, LLC	Registered	2,927,890	February 22, 2005
SELECTICA	Corcentric Acquisition, LLC	Registered	3,731,262	December 29, 2009
SELECTICA (AND DESIGN)	Corcentric Acquisition, LLC	Registered	4,777,469	July 21, 2015
SMARTANALYTICS	Corcentric Acquisition, LLC	Registered	3,420,681	April 29, 2008
SMARTCONTRACTS	Corcentric Acquisition, LLC	Registered	4,949,303	May, 3 2016
SMARTCONTRACTS	Corcentric Acquisition, LLC	Registered	3,693,608	October 6, 2009
SMARTOPTIMIZATION	Corcentric Acquisition, LLC	Registered	3,648,950	June 30, 2009
SMARTSOURCE	Corcentric Acquisition, LLC	Registered	5,005,867	July 26, 2016
SMARTSOURCE	Corcentric Acquisition, LLC	Registered	3,356,270	December 18, 2007
SMARTSOURCE SRM	Corcentric Acquisition, LLC	Registered	3,693,607	October 6, 2009

**SCHEDULE 2**  
**TO**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Patents, Patent Applications and Patent Licenses**

<u>Patent</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
Creating a partial instance of component in response to user specifying a value for a dynamic attribute of a selected component	Corcentric Acquisition, LLC	Issued Patent	8,245,020	August 14, 2012
System, method, and software program product for enabling users to create and use rule patterns to generate custom product-configuration rules	Corcentric Acquisition, LLC	Issued Patent	8,965,831	February 24, 2015