

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521353

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENABLESOFT, INC.		04/29/2019	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD.		
Street Address:	UGLAND HOUSE, SOUTH CHURCH ST.		
Internal Address:	C/O MAPLES CORPORATE SERVICES LIMITED		
City:	GEORGE TOWN		
State/Country:	CAYMAN ISLANDS		
Postal Code:	KY1-1104		
Entity Type:	Limited Corporation: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	88167986	FOXTROT POWERED BY ENABLESOFT	
Serial Number:	88167832	FOXTROT ALLIANCE	
Serial Number:	88167723	FOXHUB	
Serial Number:	88167559	FOXTROT RPA	
Registration Number:	5465239	FOXBOT	
Registration Number:	5165559	FOXTROT YOUR AUTOMATED EMPLOYEE	
Registration Number:	5165557	YOUR AUTOMATED EMPLOYEE	
Registration Number:	2397854	ENABLING YOUR BUSINESS TO DO MORE	
Registration Number:	2404054	ENABLESOFT	
Registration Number:	2404518	FOXTROT	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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>			
Phone:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		

CH \$265.00 88167986

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 74267.024

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 04/30/2019

Total Attachments: 6

source=Nintex - Trademark Security Agreement (Enablesoft) - EXECUTED#page1.tif

source=Nintex - Trademark Security Agreement (Enablesoft) - EXECUTED#page2.tif

source=Nintex - Trademark Security Agreement (Enablesoft) - EXECUTED#page3.tif

source=Nintex - Trademark Security Agreement (Enablesoft) - EXECUTED#page4.tif

source=Nintex - Trademark Security Agreement (Enablesoft) - EXECUTED#page5.tif

source=Nintex - Trademark Security Agreement (Enablesoft) - EXECUTED#page6.tif

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of April 29, 2019 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD. (“*TPG*”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of March 30, 2018 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among (i) NINTEX MIDCO LIMITED, a company incorporated in England and Wales (“*Holdings*”), as a Guarantor, (ii) NINTEX ACQUIRECO LIMITED, a company incorporated in England and Wales (“*Buyer*” or the “*Initial Borrower*” and together with each other Person party thereto that is designated as a Borrower from time to time, collectively, the “*Borrowers*”), (iii) Subsidiaries of Holdings signatory thereto as borrowers or guarantors or thereafter designated as Borrowers or Guarantors pursuant to Section 9.10 of the Credit Agreement, (iv) the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and (v) TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD. (“*TPG*”), as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) and TPG, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”, and together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the U.S. Security Pledge Agreement, dated as of March 30, 2018, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a valid and continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants, pledges and collaterally assigns a security interest in all of such Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, together with all common-law rights related thereto, the right to obtain all renewals thereof, all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and all of such Grantor's rights corresponding to any of the foregoing throughout the world (collectively, the "*Trademark Collateral*"), to the Collateral Agent, for the benefit of the Secured Parties, to secure prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that the Trademark Collateral shall not include any "intent-to-use" application for a Trademark registration prior to the filing of a "statement of use" or an "amendment to allege use" with respect thereto, to the extent, if any, and solely during the period, if any, in which the grant of security interest therein would imperil the validity or enforceability of any registration issuing from such intent-to-use application under applicable Federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


SECTION 6. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.** In addition, the provisions of Sections 7.7, 7.2, 7.6,

7.8, 7.11, 7.12 and 7.15 of the Security Pledge Agreement are incorporated herein by reference, *mutatis mutandis*.

[Signature Pages Follow]

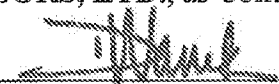
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ENABLESOFT, INC., as a Grantor

By: 
Name: Keith Fujinaga
Title: Vice President

[Signature Page to Grant of Security Interest in Trademark Rights]

**TPG SPECIALTY LENDING EUROPE I
ADVISORS, LTD., as Collateral Agent**

By: 

Name: Daniel Wanek

Title: Director

[Signature Page to Grant of Security Interest in Trademark Rights (Nintex)]

**TRADEMARK
REEL: 006632 FRAME: 0684**

SCHEDULE A

U.S. Trademark Registrations and Applications

Serial Number	Reg. Number	Word Mark	Filed Date	Reg. Date
88167986		Foxtrot Powered by Enablesoft <i>(design mark)</i>	10/24/18	
88167832		Foxtrot Alliance	10/24/18	
88167723		Foxhub <i>(design mark)</i>	10/24/18	
88167559		Foxtrot RPA <i>(design plus words, letters, and/or numbers)</i>	10/24/18	
87129196	5465239	FoxBot	8/5/16	5/8/18
87129117	5165559	Foxtrot Your Automated Employee <i>(design mark)</i>	8/5/16	3/21/17
87128922	5165557	Your Automated Employee <i>(design mark)</i>	8/5/16	3/21/17
75849051	2397854	Enabling Your Business to do More <i>(typed drawing)</i>	11/15/99	10/24/00 (renewed 11/18/09)
75848839	2404054	Enablesoft <i>(typed drawing)</i>	11/15/99	11/14/00 (renewed 11/18/09)
75385320	2404518	Foxtrot <i>(typed drawing)</i>	11/5/97	11/14/00 (renewed 11/20/09)