

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521508

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RIM TEC INC.		04/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TPG Specialty Lending, Inc., as collateral agent		
Street Address:	888 Seventh Avenue, 35th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10106		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4613373	EPS@RISK	
Registration Number:	3303236	FINANCIAL RISK EXPOSED	
Registration Number:	3303235	FIREAPPS	
Registration Number:	3286734		
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	70929.00001		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	05/01/2019		
Total Attachments: 6			

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**SECURITY AGREEMENT SUPPLEMENT
FOR INTELLECTUAL PROPERTY**

SUPPLEMENT NO. 1 (this “Supplement”) dated as of April 23, 2019, to the Pledge and Security Agreement dated as of April 9, 2019 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the “Pledge and Security Agreement”) among the Grantors as defined therein, and TPG Specialty Lending, Inc., as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “Collateral Agent”).

A. Reference is made to that certain Credit Agreement dated as of April 9, 2019 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among, Stevenson Merger Sub, Inc., a Delaware corporation, (the “Initial Borrower”), Kyriba Corp. (effective upon the consummation of, and after giving effect to, the Closing Date Acquisition (as defined therein)), a Delaware corporation (the “New Borrower”), Stevenson Midco, Inc., a Delaware corporation (“Holdings”), TPG Specialty Lending, Inc., as Administrative Agent and Collateral Agent, and each Lender from time to time party thereto.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Documents and the Pledge and Security Agreement.

C. In connection with the Credit Agreement, the Grantors and Pledgors have entered into the Pledge and Security Agreement in order to induce the Lenders to make Loans. Section 6.16 of the Pledge and Security Agreement provides that certain Persons may become Grantors under the Pledge and Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the “New Grantor”) is executing this Supplement in accordance with the requirements of the Loan Documents to become a Grantor under the Pledge and Security Agreement in order to induce the Lenders to make Loans.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

a. In accordance with Section 6.16 of the Pledge and Security Agreement, the New Grantor by its signature below becomes a Grantor under the Pledge and Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Pledge and Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a “Grantor” in the Pledge and Security Agreement shall be deemed to include the New Grantor. The Pledge and Security Agreement is hereby incorporated herein by reference.

b. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

c. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent

shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

d. As of the date hereof, the New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral owned by the New Grantor consisting of (i) issued and pending Patents in the United States Patent and Trademark Office, (ii) registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded Collateral) and (iii) registered Copyrights in the United States Copyright Office and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

e. The New Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the Collateral, including:

(a) the issued and pending Patents (as defined in the Pledge and Security Agreement) in the United States Patent and Trademark Office set forth in Schedule I hereto;

(b) the registered Trademarks (as defined in the Pledge and Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule I hereto (excluding any Excluded Collateral); and

(c) the registered Copyrights (as defined in the Pledge and Security Agreement) in the United States Copyright Office set forth in Schedule I hereto.

f. Grants, Rights and Remedies. This Supplement has been entered into in conjunction with the provisions of the Pledge and 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 Supplement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

g. The New Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement.

h. Except as expressly supplemented hereby, the Pledge and Security Agreement shall remain in full force and effect.

i. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

j. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Pledge and Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular

jurisdiction shall not in and of itself affect the validity of 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.

k. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Pledge and Security Agreement.

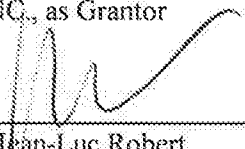
l. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Pledge and Security Agreement.

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IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Pledge and Security Agreement as of the day and year first above written.

RIM TEC INC., as Grantor

By: _____


Name: Jean-Luc Robert

Title: Chief Executive Officer, President and
Secretary

Jurisdiction of Formation: Delaware

Address Of Chief Executive Office:

8777 N. Gainey Center Dr.

Suite 201

Scottsdale, Arizona 85258

Organization Identification Number: 5327444

TPG SPECIALTY LENDING, INC.,
as Collateral Agent

By: _____

Name: Robert Stanley

Title: President

SCHEDULE I TO
SUPPLEMENT NO. 1
TO THE PLEDGE AND SECURITY AGREEMENT

United States Applied for and Registered Intellectual Property

United States Patents and Patent Applications

Registered owner/ Grantor	Patent Title	Patent No. or Application No.
Rim Tec Inc.	RISK-COST ANALYSIS OF CURRENCY EXPOSURE REDUCTION FOR CURRENCY EXPOSURE MANAGEMENT	8,266,022

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Rim Tec Inc.	EPS@RISK	4613373
Rim Tec Inc.	FINANCIAL RISK EXPOSED	3303236
Rim Tec Inc.	FIREAPPS	3303235
Rim Tec Inc.	[DESIGN]	3286734