

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM522316

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Attunity Inc.		05/06/2019	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
<b>Street Address:</b>	1300 Thames Street, 4th Floor, Thames Street Wharf		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21231		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4170936	ATTUNITY REPLICATE	
<b>Registration Number:</b>	2132729	FASTCOPY	
<b>Registration Number:</b>	2357944	REPLIWEB	
<b>Registration Number:</b>	2790576	APPFLUENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	049270-0088		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	05/06/2019		
<b>Total Attachments: 5</b>			
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**GRANT OF**  
**SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of May 6, 2019 is made by Attunity Inc., a Massachusetts corporation, and Attunity Ltd., a company organized under the laws of Israel (each, a “**Grantor**” and, collectively, the “**Grantors**”), in favor of MORGAN STANLEY SENIOR FUNDING, INC. (“**Morgan Stanley**”), 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 that certain Credit Agreement, dated as of April 26, 2017 (as amended by the First Amendment to Credit Agreement, dated February 21, 2019, as amended by the Second Amendment to Credit Agreement, dated as of May 3, 2019 and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Project Alpha Intermediate II Holding, Inc., a Delaware corporation (“**Parent**”), Parent’s Subsidiaries signatory thereto as Guarantors or from time to time designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, Project Alpha Intermediate Holding, Inc., a Delaware corporation (the “**Borrower**”), the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), Morgan Stanley, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”) and the Collateral Agent (the Collateral Agent, 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 Borrower 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 Amended and Restated Security Pledge Agreement, dated as of May 6, 2019, 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 continuing security interest in all of its Intellectual Property constituting Collateral or Attunity IP Collateral, as applicable, 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 Borrower and the Letter of Credit Issuer to issue Letters of Credit pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. 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.

2. SECTION 2. Grant of Security Interest. Each Grantor hereby grants, pledges and collaterally assigns a security interest in all of its right, title and interest in, to and under (a) all of the Trademarks owned by such Grantor and constituting Collateral or Attunity IP Collateral, as applicable, including, without limitation, those listed on Schedule A hereto, (b) all common-law rights related thereto, (c) the right to obtain all renewals thereof, (d) all rights to sue at law or in equity for any past, present or future infringement, dilution, or other impairment thereof, (e) 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 or future infringements, dilutions or other impairments thereof, (f) the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and (g) 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, as collateral security for the 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 any "intent-to-use" application for a Trademark registration shall not be deemed Collateral, Attunity IP Collateral or Trademark Collateral prior to the filing of a "statement of use" or an "amendment to allege use" with respect thereto, but only to the extent, if any, and only during the period, if any, in which, the grant of a security interest therein would invalidate or render unenforceable any registration issuing from such application under applicable federal law.

3. 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.

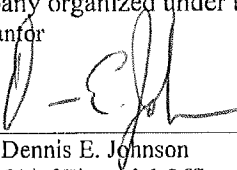
4. SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the 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.

5. SECTION 5. Counterparts. This Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

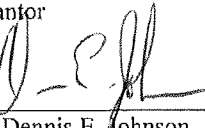
[Signature Pages Follow]

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.

**ATTUNITY LTD.,**  
a company organized under the laws of Israel,  
as a Grantor

By:   
Name: Dennis E. Johnson  
Title: Chief Financial Officer and Treasurer

**ATTUNITY INC.,**  
a Massachusetts entity,  
as a Grantor

By:   
Name: Dennis E. Johnson  
Title: Chief Financial Officer and Treasurer

[Signature Page to IPSA - Trademark Security Agreement]

Morgan Stanley Senior Funding, Inc.,  
as Collateral Agent

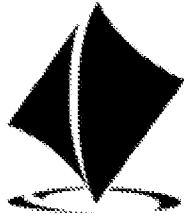
By: 

Name: Andrew Earls

Title: Authorized Signatory

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Grantor</b>	<b>Trademark</b>	<b>Application No. / Registration No.</b>	<b>Registration Date / Application Date</b>
Attunity Ltd.	ATTUNITY	2632722	October 8, 2002
Attunity Ltd.	ATTUNITY CONNECT	2504458	November 6, 2001
Attunity Inc.	ATTUNITY REPLICATE	4170936	July 10, 2012
Attunity Ltd.	DATA RECAST	4290400	February 12, 2013
Attunity Ltd.	GOLD CLIENT	3186247	December 19, 2006
Attunity Ltd.		4468915	January 21, 2014
Attunity Ltd.	DATA ECHO	4258755	December 11, 2012
Attunity Inc.	FASTCOPY	2132729	January 27, 1998
Attunity Inc.	REPLIWEB	2357944	June 13, 2000
Attunity Inc.	APPFLUENT	2790576	December 9, 2003