

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523329

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Noetix Corporation		05/02/2019	Corporation: WASHINGTON
Magnitude Software, Inc.		05/02/2019	Corporation: DELAWARE
Z Option, Inc.		05/02/2019	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4802273	MAGNITUDE SOFTWARE
Registration Number:	2430186	NOETIX
Registration Number:	3380819	NOETIX
Registration Number:	2590758	NOETIX
Registration Number:	2558047	NOETIX QUERY SERVER
Registration Number:	2558095	NOETIX WEBQUERY
Registration Number:	2172653	NOETIXVIEWS
Registration Number:	2829894	RAPIDDECISION
Registration Number:	4698785	EZYSRIPT
Registration Number:	4574948	EZYSOLUTIONS
Registration Number:	4591792	GLSU
Registration Number:	4494500	Z OPTION

CORRESPONDENCE DATA

Fax Number: 2124464900

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.

Phone: 212-390-4147

CH \$315.00 4802273

Email: amanda.cirella@kirkland.com
Correspondent Name: Amanda Cirella (Paralegal)
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Amanda Cirella

SIGNATURE: //Amanda Cirella//

DATE SIGNED: 05/13/2019

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated May 2, 2019, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of BMO HARRIS BANK N.A. (“BMOHB”), as collateral agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “Collateral Agent”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, New Amsterdam Software BidCo LLC, a Delaware limited liability company (the “Borrower”), New Amsterdam Software MidCo LLC, a Delaware limited liability company (“Holdings”), BMOHB, as administrative agent (in such capacity and together with its successors and permitted assigns, the “Administrative Agent”), and Collateral Agent, each Lender from time to time party thereto and the other parties party thereto have entered into that certain Credit Agreement dated as of May 2, 2019 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers to issue Letters of Credit to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to incur Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each 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 following (the “Collateral”):

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

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party but for the

fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the 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 IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the 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.


[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


NOETIX CORPORATION,
as a Grantor


By: S. Chris Ney
Name: Chris Ney
Title: Chief Executive Officer

MAGNITUDE SOFTWARE, INC.,
as a Grantor

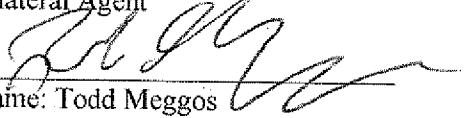

By: S. Chris Ney
Name: Chris Ney
Title: Chief Executive Officer

Z OPTION, INC.,
as a Grantor


By: S. Chris Ney
Name: Chris Ney
Title: Chief Executive Officer

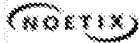
[Signature Page to Trademark Security Agreement]

BMO HARRIS BANK N.A.,
as Collateral Agent

By: 
Name: Todd Meggos
Title: Managing Director

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date
Magnitude Software, Inc.	MAGNITUDE SOFTWARE	86344917	July 22, 2014	4802273	September 1, 2015
Noetix Corporation	NOETIX	75279965	April 23, 1997	2430186	February 20, 2001
Noetix Corporation	NOETIX	77196959	June 4, 2007	3380819	February 12, 2008
Noetix Corporation	NOETIX and Design 	76129588	September 15, 2000	2590758	July 9, 2002
Noetix Corporation	NOETIX QUERY SERVER	76064769	June 7, 2000	2558047	April 9, 2002
Noetix Corporation	NOETIX WEBQUERY	76080104	June 29, 2000	2558095	April 9, 2002
Noetix Corporation	NOETIXVIEWS	75279963	April 23, 1997	2172653	July 14, 1998
Noetix Corporation	RAPIDDECISION	78172524	October 9, 2002	2829894	April 6, 2004
Z Option, Inc.	EZYSRIPT	86299763	June 4, 2014	4698785	March 10, 2015
Z Option, Inc.	EZYSOLUTIONS	86107788	November 1, 2013	4574948	July 29, 2014
Z Option, Inc.	GLSU	86099034	October 23, 2013	4591792	August 26, 2014
Z Option, Inc.	Z OPTION	86010556	July 15, 2013	4494500	March 11, 2014