

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Astro Technology, Inc.		05/30/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1300 Thames Street, 4th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5541518	ASTRO	
CORRESPONDENCE DATA			
Fax Number:	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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	036608-0132		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	05/30/2019		
Total Attachments: 9			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), among each OBLIGOR listed on the signature pages hereto (all of the foregoing, each a “**Grantor**” and collectively, the “**Grantors**”), and MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) SLACK TECHNOLOGIES, INC., a Delaware corporation (the “**Borrower**”), the other OBLIGORS party thereto, the LENDERS and the ISSUING BANKS from time to time party thereto, MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent (in such capacity, the “**Administrative Agent**”) and the Collateral Agent, have entered into a Revolving Credit and Guaranty Agreement, dated as of May 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).
- (B) The Grantors are party to a Pledge and Security Agreement, dated as of May 30, 2019, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), pursuant to which certain Grantors are required to execute and deliver this Agreement.
- (C) Under and subject to the terms of the Pledge and Security Agreement, the Grantors have pledged and granted to the Collateral Agent, for its benefit and for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in and Lien on certain Collateral (as set forth in and defined in the Pledge and Security Agreement), including without limitation certain Intellectual Property (as set forth in and defined in the Pledge and Security Agreement) of the Grantors, and have agreed to execute this Agreement for recording with the United States Patent and Trademark Office.
- (D) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement or provided by reference in the Credit Agreement.

SECTION 2 Grant of Security Interest in Trademark Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Trademark Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

Notwithstanding anything herein to the contrary, in no event shall the term “Trademark Collateral” include, and no Grantor shall be deemed to have granted a Security Interest in, any of its right, title or interest in any Excluded Assets (but only for so long as such property shall constitute Excluded Assets).

“**Trademark**” means all United States, state and foreign trademarks, trade names, trade dress, service marks, certification marks, collective marks, slogans, logos and other source or business identifiers, all registrations and pending applications for any of the foregoing, whether registered or unregistered, and whether or not established or registered in an Intellectual Property Registry in any country or any political subdivision thereof, and with respect to any and all of the foregoing: (i) all common law rights related thereto, (ii) the United States trademark registrations and pending applications referred to in Schedule 10A of the Perfection Certificate, (iii) all extensions, continuations, reissues and renewals of any of the foregoing, (iv) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (v) the right to sue or otherwise recover for past, present and future infringements, misappropriations, dilutions or other violations of any of the foregoing or for any injury to goodwill and (vi) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit.

“**Trademark Collateral**” means each Grantor’s right, title and interest in, to and under:

- (a) all Trademarks owned by such Grantor, including those referred to on Schedule I hereto; and
- (b) to the extent not already included in the foregoing, all Proceeds of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of or in respect of any of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to any Grantor from time to time with respect to the foregoing.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall (i) the Trademark Collateral include and no Grantor shall be deemed to have granted a Security Interest in, any of its right, title or interest in any Trademark if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein, or (ii) the security interest granted under Section 2 hereof attach to any United States trademark or service mark application filed on the basis of a Grantor's intent-to-use such mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance by the US Patent and Trademark Office of a verified "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 4 Pledge and Security Agreement

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 pursuant to this Agreement is granted concurrently in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby is more fully set forth in the Pledge and Security Agreement, the terms and provisions of which 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 Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 5 Termination, Release

(a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate in accordance with Section 9.13 of the Pledge and Security Agreement.

(b) A Grantor (other than the Borrower) shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Grantor shall be automatically released upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary or a Restricted Subsidiary of the Borrower.

(c) Upon any sale or other disposition by any Grantor of any Collateral that is permitted under the Credit Agreement, or upon the effectiveness of any written consent to

the release of the Security Interest granted hereby in any Collateral pursuant to the Credit Agreement or the Pledge and Security Agreement, the Security Interest in such Collateral shall be automatically released.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c) of this Section 5, the Collateral Agent shall promptly execute and deliver to any Grantor at such Grantor's expense, all UCC termination statements, releases and similar documents that such Grantor shall reasonably request to evidence such termination or release; provided, however, that the Collateral Agent may request that such Grantor deliver to the Collateral Agent a written request for release describing the item of Collateral and a certificate by such Grantor to the effect that the sale, transfer, other disposition or other transaction is in compliance with the Loan Documents. Any execution and delivery of termination statements, releases, or other documents pursuant to this Section 5 shall be without recourse to or warranty by the Collateral Agent.

SECTION 6 Governing Law and Consent to Jurisdiction

THIS AGREEMENT, ANY CLAIM, CONTROVERSY OR DISPUTE UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED IN CONTRACT (AT LAW OR IN EQUITY) OR TORT OR ANY OTHER THEORY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW. THE TERMS AND PROVISIONS OF SECTION 9.12 OF THE PLEDGE AND SECURITY AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN WITH RESPECT HERETO AS IF FULLY SET FORTH HEREIN.

SECTION 7 Counterparts

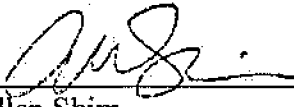
This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Agreement will become effective upon the execution and delivery of a counterpart hereof by each of the parties hereto. Delivery of an executed signature page of this Agreement by telecopy or other electronic transmission (e.g., pdf via email) shall be effective as delivery of a manually executed counterpart hereof. The Collateral Agent may also require that any such facsimile or electronic transmission signatures be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any facsimile or electronic transmission signature delivered.

[Signature Page Follows]

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

SLACK TECHNOLOGIES, INC.

By



Name: Allen Shim
Title: Chief Financial Officer

ASTRO TECHNOLOGY, INC.

By

Name: Brandon Zell
Title: Chief Executive Officer, Chief
Financial Officer and Secretary

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

SLACK TECHNOLOGIES, INC.

By _____
Name: Allen Shim
Title: Chief Financial Officer

ASTRO TECHNOLOGY, INC.

By Brandon Zell
Name: Brandon Zell
Title: Chief Executive Officer, Chief
Financial Officer and Secretary

ACCEPTED AND AGREED:

MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent

By






Name: Brian Sanderson

Title: Authorized Signatory


SCHEDULE I

TRADEMARKS

(A) REGISTERED TRADEMARKS

Owner	Mark	Application/ Registration Number	Application/ Registration Date	Status
Astro Technologies, Inc.	ASTRO	87047047 5541518	May 23 2016 Aug 14 2018	Registered
Slack Technologies, Inc.		87223537 5309476	Nov 2 2016 Oct 17 2017	Registered
Slack Technologies, Inc.		87496914 5379669	June 20 2017 Jan 16 2018	Registered
Slack Technologies, Inc.		87074067 5235213	Jun 16 2016 Jul 04 2017	Registered
Slack Technologies, Inc.	SEVERAL PEOPLE ARE TYPING	88042320 5701992	Jul 18 2018 Mar 19 2019	Registered
Slack Technologies, Inc.	SLACK	85920626 4610670	May 1 2013 Sep 23 2014	Registered
Slack Technologies, Inc.	SLACK	86639051 4877559	May 22 2015 Dec 29 2015	Registered
Slack Technologies, Inc.	SLACKBOT	86969095 5216356	Apr 8 2016 Jun 06 2017	Registered
Slack Technologies, Inc.	WHERE WORK HAPPENS	87115284 5277862	Jul 25 2016 Aug 29 2017	Registered
Slack Technologies, Inc.	WHERE WORK HAPPENS	87496937 5379670	Jun 20 2017 Jan 16 2018	Registered

(B) TRADEMARK APPLICATIONS

Owner	Mark	Application/ Registration Number	Application/ Registration Date	Status
Slack Technologies, Inc.		88264327	Jan 16 2019	Pending