

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529701

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCALED AGILE, INC.		06/28/2019	Corporation: DELAWARE
CONTENEO, INC.		06/28/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, AS AGENT		
Street Address:	227 W. MONROE STREET		
Internal Address:	SUITE 5400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4876699	SCALED AGILE	
Registration Number:	4200296	SCALED AGILE PARTNERS	
Registration Number:	4308326	SCALED AGILE FRAMEWORK	
Registration Number:	4627400	SAFE	
Registration Number:	4627401	SAFE	
Registration Number:	4833863	SCALED AGILE	
Registration Number:	4243775	SCALED AGILE FRAMEWORK	
Registration Number:	3138356	INNOVATION GAMES	
Registration Number:	4283392	KNOWSY	
Serial Number:	88082662	SAFE	
Serial Number:	88082724	SCALED AGILE	
Serial Number:	88082819	SAFE	
Serial Number:	88082853	SCALED AGILE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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>			

CH \$340.00 4876699

Phone: 312-577-8208
Email: alana.hernandez@kattenlaw.com
Correspondent Name: ALANA HERNANDEZ C/O KATTEN MUCHIN
Address Line 1: 525 W. MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER:	ALANA HERNANDEZ
---------------------------	-----------------

SIGNATURE:	/ALANA HERNANDEZ/
-------------------	-------------------

DATE SIGNED:	06/28/2019
---------------------	------------

Total Attachments: 6

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

source=Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 28, 2019, is made by Scaled Agile, Inc., a Delaware corporation ("Scaled Agile, Inc."), and Conteneo, Inc., a Delaware corporation ("Conteneo" and together with Scaled Agile, Inc., the "Grantors" and each, a "Grantor"), in favor of Madison Capital Funding LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for all Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement of even date herewith by and among Business Agility Merger Sub, LLC, a Delaware limited liability company (the "Initial Borrower"), Scaled Agile Holdings, LLC, a Delaware limited liability company (the "Debtor"); and upon the consummation of the Closing Date Acquisition, the "Borrower"), Business Agility Parent, Inc., a Delaware corporation ("Holdings"), the Lenders from time to time party thereto, and Agent (as the same may be amended, restated, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has granted, pursuant to a Guarantee and Collateral Agreement of even date herewith by each Grantor and the other Loan Parties in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to Agent a security interest in all of such Grantor's Intellectual Property (as defined therein), other than Excluded Property (as defined therein); and

WHEREAS, each Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant.

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, has granted to Agent for the ratable benefit of the Secured Parties, a security interest in all of its Collateral, including the following Intellectual Property (other than any Intellectual Property constituting Excluded Property) (the "Trademark Collateral");

(a) all of its United States Trademarks, including, without limitation, those referred to on Schedule 1 hereto; and

(b) all Proceeds and products of any of the foregoing.

Section 3. Guarantee and Collateral Agreement. The security interest memorialized in this Trademark Security Agreement was granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and each Grantor and Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral memorialized hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event of any inconsistency or ambiguity between this Trademark Security Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Remainder of page intentionally blank; signature pages follow.]

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

SCALED AGILE, INC., as Grantor

By: 

Name: Jeremy Rudel

Title: Chief Financial Officer and Secretary

CONTENEO, INC., as Grantor

By: 

Name: Jeremy Rudel

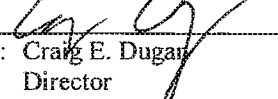
Title: Chief Financial Officer and Secretary

{Signature Page to Trademark Security Agreement}

**TRADEMARK
REEL: 006680 FRAME: 0979**

ACCEPTED AND AGREED
as of the date first above written:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Craig E. Dugar
Title: Director

[Signature Page to Trademark Security Agreement]

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

U. S. REGISTERED TRADEMARKS:

Grantor	Trademark Title	Trademark Registration Number / Registration Date	Trademark Application Number / Application Date
Scaled Agile, Inc.	SCALED AGILE	Registered: 12/29/15 Registration No.: 4876699	Registered Filed: 6/18/14 Serial#: 86313943
Scaled Agile, Inc.	SCALED AGILE PARTNERS	Registered: 8/28/2012 Registration No.: 4200296	Registered Filed: 10/27/2011 Serial #: 85458399
Scaled Agile, Inc.	SCALED AGILE FRAMEWORK & DESIGN	Registered: 3/26/2013 Registration No.: 4308326	Registered Filed: 7/11/2012 Serial #: 85674238
Scaled Agile, Inc.	SAFE & DESIGN	Registered: 10/28/2014 Registration No.: 4627400	Registered Filed: 9/30/2013 Serial #: 86078620
Scaled Agile, Inc.	SAFE	Registered: 10/28/2014 Registration No.: 4627401	Registered Filed: 9/30/2013 Serial #: 86078632
Scaled Agile, Inc.	SCALED AGILE	Registered: 10/13/2015 Registration No.: 4833863	Registered Filed: 6/18/2014 Serial #: 86313942
Scaled Agile, Inc.	SAFE		Pending Filed: 8/17/2018 Serial #: 88082662
Scaled Agile, Inc.	SCALED AGILE		Pending Filed: 8/17/2018 Serial #: 88082724

Scaled Agile, Inc.	SCALED AGILE		Pending Filed: 8/17/2018 Serial #: 88082819
Scaled Agile, Inc.	SCALED AGILE		Pending Filed: 8/17/2018 Serial #: 88082853
Scaled Agile, Inc.	SCALED AGILE FRAMEWORK	Registered: 11/13/12 Registration No.: 4243775	Registered Filed: 9/21/11 Serial #: 85428103
Conteneo, Inc.	INNOVATION GAMES	Registered: 9/5/06 Registration No.: 3138356	Registered Filed: 5/10/05 Serial #: 78326850
Conteneo, Inc.	KNOWSY	Registered: 1/29/13 Registration No.: 4283392	Registered Filed: 9/30/10 Serial #: 85141797