

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Central Dynamics, LLC		07/22/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	2400 Hanover Street		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3302004	CENDYN	
Registration Number:	5021310	CENDYN ONE	
Registration Number:	5021311	CENDYN/ONE	
Registration Number:	3559247	EPRESENTATIONS	
Registration Number:	5663907	ECONNECTIVITY	
Registration Number:	3648978	EMENUS	
Registration Number:	3681651	EPOSTCARD	
Registration Number:	3707344	EINSIGHT	
Registration Number:	5036540	EINSIGHT	
Registration Number:	3845766	EUPGRADE	
Registration Number:	3936088	EPROPOSAL	
Registration Number:	4002308	EPROPOSAL LITE	
Registration Number:	4200226	ELEADS	
Registration Number:	4228031	RFP TOOL KIT	
Registration Number:	4535080	UORDER ONLINE	
Registration Number:	4564225	METRON	
Registration Number:	4567242	EP LITE	
Registration Number:	4604557	ARCANEO	
Registration Number:	4604756	CENDYN SPACES	
TRADEMARK			

CH \$565.00 3302004

Property Type	Number	Word Mark
Registration Number:	4616430	CENDYN ARCANE0
Registration Number:	4674028	ARCANE0 METRON
Serial Number:	88355285	CENDYN ECONCIERGE

CORRESPONDENCE DATA

Fax Number: 4152687522

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: 4152687000

Email: ksamia@mofo.com

Correspondent Name: Jennifer Lee Taylor

Address Line 1: 425 Market Street

Address Line 2: c/o Morrison & Foerster LLP

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	27292-1487
NAME OF SUBMITTER:	Jennifer Lee Taylor
SIGNATURE:	/JLT2/
DATE SIGNED:	07/22/2019

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of July 22, 2019, is entered into by and among the Grantors listed on the signature pages hereto (each and collectively, the “Grantor”) and SILICON VALLEY BANK (the “Agent”), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of July 22, 2019 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Guarantee and Collateral Agreement”), among the Agent, Grantor and certain of the Grantor’s affiliates, and (ii) that certain Senior Secured Credit Agreement, dated as of July 22, 2019 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), among, among others, the Grantor, the Agent, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Agent a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Agent hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Agent pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than intent-to-use applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the federally registered trademarks and applications for registration referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Agent under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Agent, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally as effective as delivery of an original executed counterpart.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Agent:

AGENT:

SILICON VALLEY BANK

2400 Hanover Street
Palo Alto, CA 94304
Attn: Mr. Michael Willard

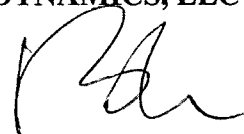
By: *Jonathan Wolfert*
Name: Jonathan Wolfert
Title: Vice President

Address of Grantors:

980 N. Federal Highway, Suite 200
Boca Raton, FL 33432

CENTRAL DYNAMICS, LLC

By: _____



Name: Bryan Happ

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006700 FRAME: 0226

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration #</u>	<u>Registration Date</u>
Central Dynamics, LLC	CENDYN	United States of America	3302004	Oct 2, 2007
Central Dynamics, LLC	CENDYN ONE (and Design)	United States of America	5021310	Aug 16, 2016
Central Dynamics, LLC	CENDYN/ONE	United States of America	5021311	Aug 16, 2016
Central Dynamics, LLC	EPRESENTATIONS (DESIGN) (SUPP.)	United States of America	3559247	Jan 6, 2009
Central Dynamics, LLC	ECONNECTIVITY	United States of America	5663907	Jan 29, 2019
Central Dynamics, LLC	EMENUS (SUPP.)	United States of America	3648978	Jun 30, 2009
Central Dynamics, LLC	EPOSTCARD (SUPP.)	United States of America	3681651	Sep 8, 2009
Central Dynamics, LLC	EINSIGHT (and Design)	United States of America	3707344	Nov 10, 2009
Central Dynamics, LLC	EINSIGHT	United States of America	5036540	Sep 6, 2016
Central Dynamics, LLC	EUPGRADE	United States of America	3845766	Sep 7, 2010
Central Dynamics, LLC	EPROPOSAL (SUPP.)	United States of America	3936088	Mar 22, 2011
Central Dynamics, LLC	EPROPOSAL LITE	United States of America	4002308	Jul 26, 2011
Central Dynamics, LLC	ELEADS (SUPP.)	United States of America	4200226	Aug 28, 2012
Central Dynamics,	REP TOOL KIT	United	4228031	Oct 16, 2012

LLC	(SUPP.)	States of America		
Central Dynamics, LLC	UORDER ONLIN (SUPP.)	United States of America	4535080	May 20, 2014
Central Dynamics, LLC	METRON	United States of America	4564225	Jul 8, 2014
Central Dynamics, LLC	EP LITE	United States of America	4567242	Jul 15, 2015
Central Dynamics, LLC	ARCANEO	United States of America	4604557	Sep 16, 2014
Central Dynamics, LLC	CENDYN SPACES	United States of America	4604756	Sep 16, 2014
Central Dynamics, LLC	CENDYN ARCANEO	United States of America	4616430	Oct 7, 2014
Central Dynamics, LLC	ARCANEO METRON	United States of America	4674028	Jan 20, 2015

Applications of Registration of Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application #</u>	<u>Application Date</u>
Central Dynamics, LLC	CENDYN ECONCIERGE	United States of America	88355285	Mar 25, 2019