

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534474

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genesys Telecommunications Laboratories, Inc.		07/25/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	101 N. Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87267333	PURECONNECT	
Serial Number:	88389297	APPFOUNDRY	
Serial Number:	88314069	CX HEROES	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	07/31/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of July 25, 2019, among the Persons listed on the signature pages hereof (each a "Grantor" and collectively the "Grantors"), and BANK OF AMERICA, N.A., as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of December 1, 2016 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") among GREENEDEN U.S. HOLDINGS I, LLC, a Delaware limited liability company ("Holdings"), GREENEDEN U.S. HOLDINGS II, LLC, a Delaware limited liability company (the "Borrower"), GENESYS TELECOMMUNICATIONS LABORATORIES, INC., a California corporation (the "U.S. Co-Borrower"), each of the Subsidiaries of the Borrower listed on Annex A thereto or that becomes a party hereto pursuant to Section 7.13 thereof (each such Subsidiary, individually, a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; and together with Holdings, the Borrower and the Co-Borrower, collectively, the "Grantors") and BANK OF AMERICA, N.A., as Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6, 1.7, 1.8 and 1.11 of the Credit Agreement shall apply to this Trademark Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, the Grantors have agreed to execute or otherwise authenticate and deliver this Trademark Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantors' U.S. Recordable Intellectual Property with, as applicable, the United States Patent and Trademark Office ("USPTO") or the United States Copyright Office ("USCO"), necessary to perfect the Security Interest hereunder in such U.S. Recordable Intellectual Property.

Accordingly, the Collateral Agent and the Grantors agree as follows:

SECTION 1. Grant of Security. The Grantors hereby grant to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantors' right, title and interest in and to the United States trademark registrations and applications and exclusive licenses thereof (including all goodwill associated therewith or symbolized thereby), but excluding any "intent-to-use" trademark application filed with the USPTO prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, of such Grantors, including those set forth in Schedule A hereto, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the "Trademark Collateral").

SECTION 2. Security for First Lien Obligations. The grant of a security interest in the Trademark Collateral by the Grantors under this Trademark Security Agreement secures the payment of all amounts that constitute part of the First Lien Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantors.

SECTION 3. Recordation. The Grantors authorize and request that the Commissioner for Trademarks record this Trademark Security Agreement.

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have duly executed this Trademark Security Agreement as of the day and year first above written.

GRANTORS

GENESYS TELECOMMUNICATIONS
LABORATORIES, INC.

By: Michelle E. Demarco
Name: Michelle Demarco
Title: Treasurer

COLLATERAL AGENT

BANK OF AMERICA, N.A., as Collateral Agent

By: Liliana Claar
Name: Liliana Claar
Title: Vice President

:

SCHEDULE A

U.S. Trademark Registrations and Trademark Applications

Owner	Mark	Serial Number	Registration Number
Genesys Telecommunications Laboratories, Inc.	PURECONNECT	87/267333	5751744
Genesys Telecommunications Laboratories, Inc.	APPFOUNDRY (word mark)	88/389297	
Genesys Telecommunications Laboratories, Inc.	CX HEROES	88/314069	