

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM536517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SciQuest, Inc.		08/14/2019	Corporation: DELAWARE
Advanced Sourcing Corp.		08/14/2019	Corporation: DELAWARE
BravoSolution US, Inc.		08/14/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as First Lien Collateral Agent		
Street Address:	600 Washington Blvd.		
Internal Address:	9th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: CONNECTICUT		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5426036	JAGGAER	
Registration Number:	3720617	SCIQUEST	
Registration Number:	2929161	HIGHERMARKETS	
Registration Number:	3724263	HIGHERMARKETS EXPRESS	
Registration Number:	3724262	SPEND DIRECTOR	
Registration Number:	2506842	SELECTSITE	
Registration Number:	3724264	SELECTSITE EXPRESS	
Registration Number:	2640639	COMBINENET	
Registration Number:	2900949	EXPRESSIVE BIDDING	
Registration Number:	4970444	BRAVOADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		

OP \$265.00 5426036

Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1118571 TM

NAME OF SUBMITTER: Christian Craft

SIGNATURE: /Christian Craft/

DATE SIGNED: 08/14/2019

Total Attachments: 7

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Trademark Security Agreement

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of August 14, 2019 (this “**Agreement**”), among SciQuest, Inc., a Delaware corporation, Advanced Sourcing Corp., a Delaware corporation and BravoSolution US, Inc., a Delaware corporation (each a “**Grantor**”) and UBS AG, Stamford Branch, as First Lien Collateral Agent (in such capacity, together with its successors and assigns, the “**First Lien Collateral Agent**”).

WHEREAS, S2P Acquisition MiddleCo, Inc., a Delaware corporation (“**Holdings**”), S2P Acquisition Borrower, Inc., a Delaware corporation (the “**Borrower**”), the Lenders party thereto, UBS AG, Stamford Branch, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”), and the other parties from time to time party thereto have entered into the First Lien Credit Agreement dated as of August 14, 2019 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, each Grantor executed that First Lien Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of August 14, 2019, among Holdings, the Borrower, the other Subsidiary Parties named therein and the First Lien Collateral Agent pursuant to which each Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby makes covenants and agrees with the First Lien Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor, pursuant to the Security Agreement, hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future during the term of the Credit Agreement may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs, all registrations and recordings thereof, and all registration and recording applications filed in connection with any of the foregoing, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals of any of the foregoing, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use of or symbolized by any of the foregoing, together with

(c) any and all (i) rights corresponding to any of the foregoing throughout the world and (ii) rights to sue for past, present and future infringements, dilutions or other violations of any of the foregoing.

For the avoidance of doubt, the Trademark Collateral does not include any “intent-to-use” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051(b), prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act, 15 U.S.C. § 1051(d), or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act, 15 U.S.C. § 1051(c), with respect to such intent-to-use application, solely to the extent that, and solely during the period 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 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. The security interests granted to the First Lien Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the First Lien Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.

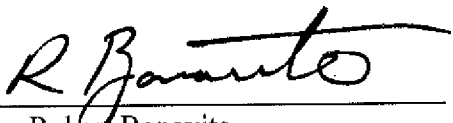
SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SCIQUEST, INC.,
as Grantor

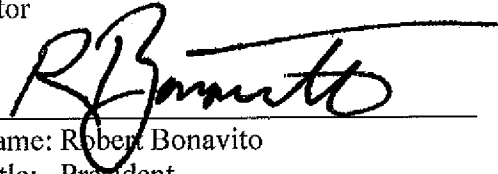
By: 
Name: Robert Bonavito
Title: President and Chief Executive
Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
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ADVANCED SOURCING CORP.,
as Grantor

By: _____


Name: Robert Bonavito
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006719 FRAME: 0896

BRAVOSOLUTION US, INC.,
as Grantor


By: 

Name: Robert Bonavito

Title: President and Chief Executive
Officer

UBS AG, STAMFORD BRANCH,
as First Lien Collateral Agent

By: 
Name: **Kenneth Chin**
Title: **Director**
Banking Products Services, US

By: 
Name: **Darlene Arias**
Title: **Director**

[Signature Page to Trademark Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>	<u>Owner</u>
JAGGAER	United States	5426036 (87/330988)	03/20/2018	SCIQUEST, INC.
SCIQUEST	United States	3720617 (77/439,523)	12/08/2009	SCIQUEST, INC.
HIGHERMARKETS	United States	2929161 (76/223,795)	03/01/2005	SCIQUEST, INC.
HIGHERMARKETS EXPRESS	United States	3724263 (76/439,514)	12/15/2009	SCIQUEST, INC.
SPEND DIRECTOR	United States	3724262 (77/439,508)	12/15/2003	SCIQUEST, INC.
SELECTSITE	United States	2506842 (76/198,404)	11/13/2001	SCIQUEST, INC.
SELECTSITE EXPRESS	United States	3724264 (77/439,528)	12/15/2009	SCIQUEST, INC.
COMBINENET	United States	2640639 (76/174,432)	10/22/2002	ADVANCED SOURCING CORP.
EXPRESSIVE BIDDING	United States	2900949 (78/340,195)	11/02/2004	ADVANCED SOURCING CORP.
BRAVOADVANTAGE	United States	4970444 (86/652,740)	05/31/2016	BRAVO SOLUTION US, INC.