

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536635

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
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:	U.S. Bank National Association, as Trustee and Collateral Agent		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: UNITED STATES		
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:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
TRADEMARK			

CH \$265.00 5426036

Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 30045.00091

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 08/14/2019

Total Attachments: 8

source=5. Project Jumpman - 2L Trademark Security Agreement [Executed]#page1.tif

source=5. Project Jumpman - 2L Trademark Security Agreement [Executed]#page2.tif

source=5. Project Jumpman - 2L Trademark Security Agreement [Executed]#page3.tif

source=5. Project Jumpman - 2L Trademark Security Agreement [Executed]#page4.tif

source=5. Project Jumpman - 2L Trademark Security Agreement [Executed]#page5.tif

source=5. Project Jumpman - 2L Trademark Security Agreement [Executed]#page6.tif

source=5. Project Jumpman - 2L Trademark Security Agreement [Executed]#page7.tif

source=5. Project Jumpman - 2L Trademark Security Agreement [Executed]#page8.tif

Trademark Short Form Security Agreement

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of August 14, 2019 (this “**Agreement**”), among the Persons listed on the signature pages hereof (each a “**Grantor**”) and U.S. Bank National Association, as Second Lien Collateral Agent (in such capacity, together with its successors and assigns, the “**Second Lien Collateral Agent**”).

WHEREAS, S2P Acquisition MiddleCo, Inc., a Delaware corporation (“**Holdings**”), S2P Acquisition Borrower, Inc., a Delaware corporation (the “**Issuer**”), the Lenders party thereto, the Second Lien Collateral Agent, and the other parties from time to time party thereto have entered into the Indenture dated as of August 14, 2019 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Indenture**”). The GS Initial Purchasers have agreed to purchase the Initial Notes subject to the terms and conditions set forth in the Note Purchase Agreement. The obligations of the GS Initial Purchasers to purchase the Initial Notes, are conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Indenture, each Grantor executed that Second 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 Issuer, the other Subsidiary Parties named therein and the Second 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 GS Initial Purchasers to purchase the Initial Notes, 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 Second 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 1.05 of the Indenture 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 Second 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 Indenture 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 Second Lien Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Second Lien Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Second 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.

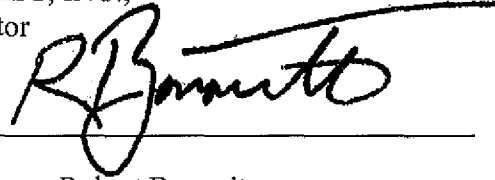
SECTION 7. Closing Date Intercreditor Agreement and Equal Priority Intercreditor Agreement Govern. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Second Lien Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to UBS AG, Stamford Branch, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement dated as of August 14, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among Holdings, the Borrower, the lenders from time to time party thereto and UBS AG, Stamford Branch, as administrative agent, and the other parties thereto and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent or any other secured party hereunder is subject to the limitations and provisions contained in the First Lien/Second Lien Intercreditor Agreement dated as of August 14, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among UBS AG, Stamford Branch, as First Lien Collateral Agent, U.S. Bank National Association, as Second Lien Notes Collateral Agent and the other parties thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank]

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: _____

A handwritten signature in black ink, appearing to read "R Bonavito", written over a horizontal line.

Name: Robert Bonavito

Title: President and Chief Executive
Officer

[Jumpman – Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006720 FRAME: 0625

ADVANCED SOURCING CORP.,
as Grantor

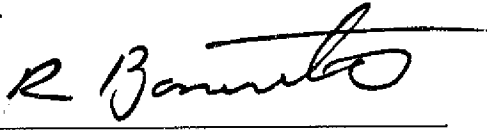
By: *R Bonavito*

Name: Robert Bonavito
Title: President and Chief Executive
Officer

[Jumpman – Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006720 FRAME: 0626

BRAVOSOLUTION US, INC.,
as Grantor


By: 

Name: Robert Bonavito

Title: President and Chief Executive
Officer

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

**U.S. BANK NATIONAL ASSOCIATION, as
Trustee and Collateral Agent**

By: 
Name: Richard Prokosch
Title: Vice President

[Jumpman – Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006720 FRAME: 0628**

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.