

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537849

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Workfront, Inc.		08/22/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank, as Administrative Agent		
<b>Street Address:</b>	3003 Tasman Drive, HF150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4965604	WORKFRONT	
<b>Registration Number:</b>	4965605	WORKFRONT	
<b>Registration Number:</b>	4965603		
<b>Registration Number:</b>	3780136	ATTASK	
<b>Registration Number:</b>	3774157	@TASK	
<b>Registration Number:</b>	4270738	ATTASK	
<b>Registration Number:</b>	5662168	BECAUSE WORK MATTERS	
<b>Serial Number:</b>	88161827	WORKFRONT BECAUSE WORK MATTERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037607777		
<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>			
<b>Phone:</b>	6176484712		
<b>Email:</b>	hcheng@mofo.com		
<b>Correspondent Name:</b>	John W. Caruolo		
<b>Address Line 1:</b>	200 Clarendon Street		
<b>Address Line 2:</b>	Morrison & Foerster LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>ATTORNEY DOCKET NUMBER:</b>	27292-618		
<b>NAME OF SUBMITTER:</b>	John W. Caruolo		

CH \$215.00 4965604

<b>SIGNATURE:</b>	/John W. Caruolo/
<b>DATE SIGNED:</b>	08/23/2019
<b>Total Attachments: 7</b> source=IPSA - Workfront#page1.tif source=IPSA - Workfront#page2.tif source=IPSA - Workfront#page3.tif source=IPSA - Workfront#page4.tif source=IPSA - Workfront#page5.tif source=IPSA - Workfront#page6.tif source=IPSA - Workfront#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 22, 2019 by and between **WORKFRONT, INC.**, a Delaware corporation (the “*Grantor*”) and **SILICON VALLEY BANK**, as administrative agent for the Lenders (in such capacity, the “*Administrative Agent*”).

### RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of the date herewith, by and among Grantor (in such capacity, the “*Borrower*”), the several banks and other financial institutions or entities from time to time parties thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Borrower has entered into that certain Guarantee and Collateral Agreement, made by the Borrower and each entity that may become a party thereto as provided therein, in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Grantor has granted to Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Guarantee and Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), and including without

limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

[Remainder of Page Left Intentionally Blank]

**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:  
**WORKFRONT, INC.**


By:   
Name: Jon Pexton  
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006727 FRAME: 0566**

**ADMINISTRATIVE AGENT:**

**SILICON VALLEY BANK,**  
as the Administrative Agent

By:   
Name: JENNIE T. BARLETT  
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

**EXHIBIT A**

**COPYRIGHTS**

Registered Copyrights\*

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Work of Authorship</u>
Workfront, Inc.	United States	TX0007529824	3/29/12	AtTask R16
Workfront, Inc.	United States	TX0007795650	10/3/13	AtTask Blaze

Pending Copyright Applications

N/A

Registered Copyrights and Pending Copyright Applications Licensed

N/A

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\* Copyrights are owned by Workfront, Inc., under its former business name AtTask, Inc.

**EXHIBIT B**

**PATENTS**

Issued Patents

N/A

Pending Patent Applications

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
United States	13102327	5/6/11	Workfront, Inc.	Method for Managing Work Tasks
United States	62586026	11/14/2017	Workfront, Inc.	Method of Collaborative Proofing of Digital Media Content

Issued Patents and Pending Patent Applications Licensed

N/A



**EXHIBIT C**

**TRADEMARKS**

Registered Trademarks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United States	4965604	5/24/16	12/19/14	Workfront, Inc.	WORKFRONT word mark
United States	4965605	5/24/16	12/19/14	Workfront, Inc.	WORKFRONT graphical logo
United States	4965603	5/24/16	12/19/14	Workfront, Inc.	LION'S HEAD graphical logo
United States	3780136	4/27/10	3/13/09	Workfront, Inc.	ATTASK word mark
United States	3774157	4/13/10	3/13/09	Workfront, Inc.	@TASK word mark
United States	4270738	1/8/13	11/7/11	Workfront, Inc.	ATTASK graphical logo
United States	5662168	1/22/19	4/25/2017	Workfront, Inc.	<i>BECAUSE WORK MATTERS</i> (word mark)

Pending Trademark Applications

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Title</u>
United States	88161827	10/19/2018	Workfront, Inc.	<i>BECAUSE WORK MATTERS, LION'S HEAD</i> (combined word mark)

Registered Trademarks and Pending Trademark Applications Licensed

N/A

ny-1713308