

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM540674

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Assignment of Trademark Security Agreement recorded at 6291/0286		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Guggenheim Corporate Funding, LLC, as Retiring Agent		09/10/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guggenheim Credit Services, LLC, as Successor Agent		
<b>Street Address:</b>	330 Madison Avenue		
<b>Internal Address:</b>	11th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4256389		
<b>Registration Number:</b>	3279538		
<b>Registration Number:</b>	4185642	ACTIVITI	
<b>Registration Number:</b>	4968679	ACTIVITI	
<b>Registration Number:</b>	3279537	ALFRESCO	
<b>Registration Number:</b>	4886388	SIMPLE + SMART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP C/O ANGELA M. AMARU		
<b>Address Line 1:</b>	885 THIRD AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	047049-0023		

CH \$165.00 4256389

<b>NAME OF SUBMITTER:</b>	Angela M. Amaru
<b>SIGNATURE:</b>	/s/ Angela M. Amaru
<b>DATE SIGNED:</b>	09/13/2019
<b>Total Attachments: 4</b> source=Alfresco - Notice of Agent Assignment of Security Interest in Trademarks Executed#page1.tif source=Alfresco - Notice of Agent Assignment of Security Interest in Trademarks Executed#page2.tif source=Alfresco - Notice of Agent Assignment of Security Interest in Trademarks Executed#page3.tif source=Alfresco - Notice of Agent Assignment of Security Interest in Trademarks Executed#page4.tif	

**NOTICE OF ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT**

Reference is made to (i) that certain Credit Agreement dated as of March 9, 2018, by and among Alfresco Software Inc., a Delaware corporation (the “Borrower”), the lenders from time to time party thereto (the “Lenders”), Guggenheim Corporate Funding, LLC (“GCF”) as the existing Administrative Agent (in such capacity, “Administrative Agent”), and as Collateral Agent, (in such capacity, “Collateral Agent”), and each of the other parties from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof and as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”); (ii) that certain U.S. Pledge and Security Agreement dated as of March 9, 2018 among the Borrower, the other parties party thereto and the Collateral Agent (as may have been and may be further amended, supplemented or otherwise modified from time to time, the “Security Agreement”); (iii) that certain Trademark Security Agreement dated as of March 9, 2018 by Alfresco Software Inc. (“Grantor”) in favor of the Collateral Agent (the “Trademark Security Agreement”). Capitalized terms used herein but not defined have the meanings given to them in the Credit Agreement or, if not defined therein, shall have the meanings ascribed thereto in the applicable Loan Document.

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Grantor granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties then owned or at any time thereafter acquired by the Grantor or in which the Grantor then had or at any time thereafter acquired any right, title or interest: all of the Trademarks owned by such Grantor, including the Trademarks listed on Schedule A hereto, and all Proceeds thereof, in each case that constitute Collateral (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on March 14, 2018 at Reel 6291, Frame 0286;

WHEREAS, GCF, as resigning Administrative Agent and as resigning Collateral Agent (the “Retiring Agent”), GUGGENHEIM CREDIT SERVICES LLC (“GCS”), as successor Administrative Agent and as successor Collateral Agent (the “Successor Agent”), the Borrower, and the Lenders party thereto are parties to that certain Agent Resignation and Substitution Agreement, dated as of September 10, 2019 (the “Agent Substitution Agreement”), pursuant to which (i) GCF, resigned as Administrative Agent and as Collateral Agent under the Credit Agreement and each of the other Loan Documents, (ii) the Lenders appointed GCS as the successor Administrative Agent and as the successor Collateral Agent under the Credit Agreement and the other Loan Documents, and (iii) the Borrower consented to such appointment and GCS accepted such appointment; and

WHEREAS, the Retiring Agent and the Successor Agent have agreed to execute this Notice of Assignment of Trademark Security Agreement (this “Notice”) to evidence the assignment of the Retiring Agent’s rights, powers, privileges and duties under the Trademark Security Agreement for recordation with the USPTO.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Retiring Agent and the Successor Agent hereby agrees as follows:

The effective date of this Notice shall be September 10, 2019 (the “Effective Date”).

Pursuant to the Agent Substitution Agreement, as of the Effective Date, the Retiring Agent assigned to the Successor Agent, and the Successor Agent assumed, all the rights, powers, privileges and duties of the Retiring Agent under the Trademark Security Agreement, including in the Retiring Agent’s capacity as Collateral Agent in which the Retiring Agent was granted liens on the Trademark Collateral.

From and after the Effective Date, each of the undersigned agrees (a) each reference in the Trademark Security Agreement to “Collateral Agent” shall mean and be a reference to GCS, in its capacity as Successor Agent, (b) GCS becomes vested with all of the rights, powers, privileges, and duties of the Collateral Agent under the Trademark Security Agreement, except to the extent otherwise expressly provided in the Agent Substitution Agreement, and (c) GCF is discharged from its rights, powers, privileges, and duties as Collateral Agent under the Trademark Security Agreement, except to the extent otherwise expressly provided in the Agent Substitution Agreement.

This Notice is to provide notice of the assignment of the Trademark Security Agreement effected pursuant to the Agent Substitution Agreement, and each of the undersigned hereby acknowledges and agrees that the terms and provisions of such assignment are set forth in the Agent Substitution Agreement.


Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the Trademark Collateral originally granted to the Retiring Agent under the Trademark Security Agreement.

This Notice may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.


*[Signature page follows]*

IN WITNESS WHEREOF, each of the undersigned has caused this Notice to be executed by its duly authorized officer as of the Effective Date.

**GUGGENHEIM CORPORATE FUNDING,  
LLC, as Retiring Agent**



By:   
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**GUGGENHEIM CREDIT SERVICES, LLC, as  
Successor Agent**

By:   
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

## SCHEDULE A

### United States Trademarks and Trademark Applications

Trademark	Jurisdiction	Registrant	Application No.	Registration No.
<i>Design Only</i> 	U.S.	Alfresco Software, Inc.	85483117	4256389
<i>Design Only</i> 	U.S.	Alfresco Software, Inc.	78815884	3279538
ACTIVITI	U.S.	Alfresco Software, Inc.	85483113	4185642
ACTIVITI	U.S.	Alfresco Software, Inc.	86786572	4968679
ALFRESCO	U.S.	Alfresco Software, Inc.	78815875	3279537
SIMPLE + SMART	U.S.	Alfresco Software, Inc.	86164902	4886388