

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM543542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Springbrook Holding Company, LLC		10/02/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as administrative agent		
Street Address:	666 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88231928	CIVICPAY	
Serial Number:	88231918	CIVICPAY BY SPRINGBROOK	
Serial Number:	88246114	SPRINGBROOK	
Serial Number:	88246110	SPRINGBROOK	
Serial Number:	88248888	KVS	
Serial Number:	88248880	KVS CLOUD	
Serial Number:	88248869	KVS CLOUD	
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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1182886-0047-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		

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DATE SIGNED:	10/02/2019
Total Attachments: 4 source=Accela - Trademark Security Agreement - Springbrook (Executed)#page1.tif source=Accela - Trademark Security Agreement - Springbrook (Executed)#page2.tif source=Accela - Trademark Security Agreement - Springbrook (Executed)#page3.tif source=Accela - Trademark Security Agreement - Springbrook (Executed)#page4.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 2, 2019 by and between Springbrook Holding Company, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of GOLUB CAPITAL MARKETS LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of September 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement; capitalized terms used herein and not otherwise defined herein or in the Security Agreement shall have the meanings assigned to such terms in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the Collateral (excluding any Excluded Assets) of the Grantor, including without limitation, the Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

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

SPRINGBROOK HOLDING COMPANY, LLC

By: Accela, Inc., its Sole Member

By: 

Name: Aaron Haggan

Title: Chief Legal Officer, Secretary & Treasurer

[Signature Page to Trademark Security Agreement]

GOLUB CAPITAL MARKETS LLC,
as Administrative Agent

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 006761 FRAME: 0365

Schedule I **Trademark Registrations and Use Applications**

Registrations:

None.

Applications:

OWNER	SERIAL NUMBER	FILING DATE	TRADEMARK
Springbrook Holding Company, LLC	88/231,928	17-DEC-2018	CIVICPAY
Springbrook Holding Company, LLC	88/231,918	17-DEC-2018	 CIVICPAY BY SPRINGBROOK
Springbrook Holding Company, LLC	88/246,114	31-DEC-2018	 SPRINGBROOK
Springbrook Holding Company, LLC	88/246,110	31-DEC-2018	SPRINGBROOK SPRINGBROOK
Springbrook Holding Company, LLC	88/248,888	03-JAN-2019	KVS KVS
Springbrook Holding Company, LLC	88/248,880	03-JAN-2019	 KVS CLOUD
Springbrook Holding Company, LLC	88/248,869	03-JAN-2019	KVS CLOUD KVS CLOUD

TRADEMARK

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RECORDED: 10/02/2019