

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546512

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACTIV SOFTWARE HOLDINGS, LLC		10/23/2019	Limited Liability Company: DELAWARE
ACTIV SOFTWARE INTERMEDIATE, LLC		10/23/2019	Limited Liability Company: DELAWARE
ADVANCED SYSTEMS CONCEPTS, INC.		10/23/2019	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	Silicon Valley Bank, as Administrative Agent
Street Address:	3003 Tasman Drive
Internal Address:	HF 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2446087	ACTIVEBATCH
Registration Number:	1931231	REMOTESHADOW
Registration Number:	2130061	XLNT
Registration Number:	2888877	A S C I
Registration Number:	1846589	DISKMAKER
Registration Number:	1929542	VIRTUOSO
Registration Number:	1925203	INTACT
Registration Number:	1927701	LIBERATOR
Registration Number:	1929543	SHADOW
Registration Number:	1945244	RECORDER

CORRESPONDENCE DATA

Fax Number:

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.

TRADEMARK

Phone: 800-494-5225
Email: ipteam@coagencyglobal.com
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: 1144739

NAME OF SUBMITTER: Sarah Mackin

SIGNATURE: /Sarah Mackin/

DATE SIGNED: 10/24/2019

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 23, 2019 by and between the companies listed on the signature page hereto (each a “*Grantor*”) and SILICON VALLEY BANK, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacities, “*Administrative Agent*”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to **ACTIV SOFTWARE HOLDINGS, LLC**, a Delaware limited liability company (the “*Borrower*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of October 23, 2019, by and among **ACTIV SOFTWARE INTERMEDIATE, LLC**, a Delaware limited liability company (“*Holdings*”), Borrower, the several Lenders party thereto from time to time, Administrative Agent, and Silicon Valley Bank, as Issuing Lender and Swingline Lender (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 or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to Borrower under the Credit Agreement, Holdings, Borrower, and each other Grantor have entered into that certain Guarantee and Collateral Agreement 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. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Holdings, Borrower, and each other 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 Holdings, Borrower, and each other 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, Holdings, Borrower, and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Holdings’, Borrower’s, and each other Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 the Secured Obligations, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, each Grantor grants and pledges to Administrative Agent a security interest in all of such 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 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, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.


THIS INTELLECTUAL PROPERTY SECURITY 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.

GRANTORS:

ACTIV SOFTWARE INTERMEDIATE, LLC

By:  _____

Name: Dominic Ang

Title: President, CEO, CFO and Secretary

ACTIV SOFTWARE HOLDINGS, LLC

By:  _____

Name: Dominic Ang

Title: President, CEO, CFO and Secretary

ADVANCED SYSTEMS CONCEPTS, INC.

By:  _____

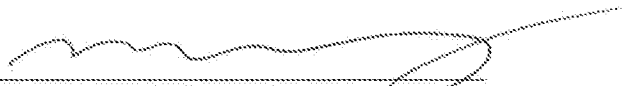
Name: Dominic Ang

Title: President, CEO, CFO and Secretary

[Signature Page to Intellectual Property Security Agreement]

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: 

Name: Henry Wong

Title: Vice President

EXHIBIT A

COPYRIGHTS

Registered Copyrights

N/A

Pending Copyright Applications

N/A

EXHIBIT B

PATENTS

Issued Patents

N/A

Pending Patent Applications

N/A

EXHIBIT C

TRADEMARKS

Registered Trademarks

<i>Trademark</i>	<i>Registration #</i>	<i>Serial #</i>	<i>Status</i>	<i>Registration Date; Publication Date; Application Date;</i>	<i>Jurisdiction</i>
ActiveBatch	2446087	75885211	Live	4/24/2001; 1/30/2001; 1/7/2000	U.S.
REMOTESHADOW	1931231	74573742	Live	10/31/1995; 8/8/1995; 6/23/1994	U.S.
XLNT	2130061	75163875	Live	1/20/1998; 10/28/1997; 9/10/1996	U.S.
ASCI design	2888877	78187082	Live	9/28/2004; 7/6/2004; 11/20/2002	U.S.
DISKMAKER	1846589	74406899	Live	7/26/1994; 5/3/1994; 6/28/1993	U.S.
Virtuoso	1929542	74563333	Live	10/24/1995; 8/1/1995; 6/23/1994	U.S.
INTACT	1925203	74563335	Live	10/10/1995; 7/18/1995; 6/27/1994	U.S.
Liberator	1927701	74563338	Live	10/17/1995; 7/25/1995; 6/23/1994	U.S.
SHADOW	1929543	74563341	Live	10/24/1995; 8/1/1995; 6/23/1994	U.S.

Recorder	1945244	74563334	Live	1/2/1996; 10/10/1995; 6/23/1994	U.S.
ActiveBatch	UK00003383085		Live	3/31/2019; 3/22/2019; 3/13/2019	U.K.

Pending Trademark Applications

<i>Trademark</i>	<i>Application #</i>	<i>Application Date</i>	<i>Jurisdiction</i>
ActiveBatch	EM500000018035722	3/13/2019	E.U.

ny-1773081