

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548775

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genesys Telecommunications Laboratories, Inc.		11/08/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	101 N. Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88603375	ALTOCLOUD	
Serial Number:	87267313	PUREENGAGE	
Serial Number:	87267324	PURECLOUD BY GENESYS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	11/08/2019		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Genesys Telecommunications Laboratories, Inc.

- Individual(s)
- Partnership
- Corporation- State: CA
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 8, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: 101 N. Tryon Street

City: Charlotte

State: NC

Country: USA Zip: 28255

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

November 8, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of November 8, 2019, among the Persons listed on the signature pages hereof (each a “Grantor” and collectively the “Grantors”), and BANK OF AMERICA, N.A., as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Collateral Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of December 1, 2016 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”) among **GREENEDEN U.S. HOLDINGS I, LLC**, a Delaware limited liability company (“Holdings”), **GREENEDEN U.S. HOLDINGS II, LLC**, a Delaware limited liability company (the “Borrower”), **GENESYS TELECOMMUNICATIONS LABORATORIES, INC.**, a California corporation (the “U.S. Co-Borrower”), each of the Subsidiaries of the Borrower listed on Annex A hereto or that becomes a party hereto pursuant to Section 7.13 hereof (each such Subsidiary, individually, a “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”; and together with Holdings and each of the Borrowers, collectively, the “Grantors”) and **BANK OF AMERICA, N.A.**, as Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6, 1.7, 1.8 and 1.11 of the Credit Agreement shall apply to this Trademark Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, the Grantors have agreed to execute or otherwise authenticate and deliver this Trademark Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantors’ U.S. Recordable Intellectual Property with, as applicable, the United States Patent and Trademark Office (“USPTO”) or the United States Copyright Office (“USCO”), necessary to perfect the Security Interest hereunder in such U.S. Recordable Intellectual Property.

Accordingly, the Collateral Agent and the Grantors agree as follows:

SECTION 1. Grant of Security. The Grantors hereby grant to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantors’ right, title and interest in and to the United States trademark registrations and applications and exclusive licenses thereof (including all goodwill associated therewith or symbolized thereby), but excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, of such Grantors, including those set forth in Schedule A hereto, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the “Trademark Collateral”).

SECTION 2. Security for First Lien Obligations. The grant of a security interest in the Trademark Collateral by the Grantors under this Trademark Security Agreement secures the payment of all amounts that constitute part of the First Lien Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantors.

SECTION 3. Recordation. The Grantors authorize and request that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY 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 7. Severability. Any provision of this Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to the Grantors shall be given to it in care of the Borrower at the Borrower’s address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect) or any comparable provision of any Additional First Lien Agreement, the Grantors agree to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Trademark Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS

GENESYS TELECOMMUNICATIONS
LABORATORIES, INC.

By: *Michelle C. Demarco*
Name: Michelle Demarco
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006792 FRAME: 0861

COLLATERAL AGENT

BANK OF AMERICA, N.A., as Collateral Agent

By: Liliana Claar
Name: Liliana Claar
Title: Vice President

:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006792 FRAME: 0862

SCHEDULE A

U.S. Trademark Registrations and Trademark Applications

Owner	Mark	Serial Number	Registration Number
Genesys Telecommunications Laboratories, Inc.	ALTOCLOUD	88/603375	
Genesys Telecommunications Laboratories, Inc.	PUREENGAGE	87/267313	5845913
Genesys Telecommunications Laboratories, Inc.	PURECLOUD BY GENESYS	87/267324	