

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BUILDING ENGINES, INC.		10/31/2019	Corporation: DELAWARE
DATABASE INTERNATIONAL GROUP, INC.		10/31/2019	Corporation: VERMONT
REAL DATA MANAGEMENT, INC.		10/31/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	125 High Street, 11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3916622	BUILDING ENGINES	
Registration Number:	3509434	REALACCESS	
Registration Number:	5596669	SYNLIO	
Serial Number:	87760096	TENANT PULSE	
Serial Number:	88007134	BENGIE	
Serial Number:	88532418	BUILDING REALITY	
Serial Number:	88551285	PRISM BY BUILDING ENGINES	
Registration Number:	5886493	#RFPSSUCK	
Registration Number:	5886496	RFPS REIMAGINED.	
Registration Number:	5886494	RFPSSUCK	
Registration Number:	5886495	YOUR RFP PROCESS, REIMAGINED.	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202.370.4750		

OP \$290.00 3916622

TRADEMARK

Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1154834

NAME OF SUBMITTER: Janet S. Wamsley

SIGNATURE: /Janet S. Wamsley/

DATE SIGNED: 11/19/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of October, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually a "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, reference is made to that certain Credit Agreement dated as of May 15, 2019 (as amended (including pursuant to the Third Amendment referred to below), restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by, among others, the Grantors and Wells Fargo;

WHEREAS, reference is further made to that certain Guaranty and Security Agreement, dated as of May 15, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended (including pursuant to the Third Amendment referred to below), restated, supplemented or otherwise modified, the "Security Agreement"), by and among the Grantors and Wells Fargo, pursuant to which, among other things, the Grantors granted a security interest in favor of Wells Fargo in the Trademark Collateral (as defined below);

WHEREAS, the Grantors and Wells Fargo are amending certain terms of the Credit Agreement and the Security Agreement pursuant to that certain Consent, Waiver and Amendment No. 3 to Credit Agreement and Amendment No. 1 to Guaranty and Security Agreement (the "Third Amendment"); and

WHEREAS, it is (i) a condition precedent to the effectiveness of the Third Amendment and Wells Fargo's continuing to make certain financial accommodations available to Borrower pursuant to the terms and conditions of the Credit Agreement, and (ii) a requirement of the Security Agreement, that the Grantors execute and deliver to Wells Fargo this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT; EXISTING TRADEMARK SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control. Each Grantor further acknowledges and agrees that nothing herein shall be deemed to derogate from any term of that certain Trademark Security Agreement dated as of May 15, 2019 (the "Existing Trademark Security Agreement"), which Existing Trademark Security Agreement remains in full force and effect as of the date hereof.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantors' obligations under this Section, the Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an

original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

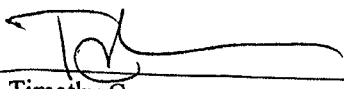
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BUILDING ENGINES, INC.

By: 
Name: Timothy Curran
Title: Chief Executive Officer

DATABASE INTERNATIONAL GROUP, INC.

By: 
Name: Timothy Curran
Title: President

REAL DATA MANAGEMENT, INC.

By: 
Name: Timothy Curran
Title: Chief Executive Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: _____
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006798 FRAME: 0962

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

GRANTORS:

BUILDING ENGINES, INC.

By: _____
Name: _____
Title: _____

**DATABASE INTERNATIONAL GROUP,
INC.**

By: _____
Name: _____
Title: _____

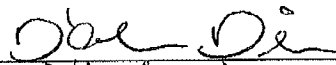
REAL DATA MANAGEMENT, INC.

By: _____
Name: _____
Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By: 
Name: D'Andre Sims
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I¹
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Building Engines, Inc.	United States	“Building Engines”	3916622	February 8, 2011
Real Data Management, Inc.	United States	“REALACCESS”	3509434	September 30, 2008
Building Engines, Inc.	United States	“BUILDING ENGINES”	3916622	February 8, 2011
Building Engines, Inc.	United Kingdom	“BENGIE”	1447372 (UK)	August 6, 2019
Building Engines, Inc. ²	United States	“Synlio”	5596669	May 31, 2017
Building Engines, Inc.	United States	“Tenant Pulse”	87760096	January 18, 2018
Building Engines, Inc.	United States	“BENGIE”	88007134	June 20, 2018
Building Engines, Inc.	United States	“BUILDING REALITY”	88532418	July 24, 2019
Building Engines, Inc.	United States	“PRISM BY BUILDING ENGINES”	88551285	July 30, 2019
Building Engines, Inc.	United States	“TENANT PULSE”	87760096	January 18, 2018
Building Engines, Inc.	United Kingdom	“BENGIE”	001447372 (EU), 1447372	December 17, 2018
Building Engines, Inc. ³	United States	“#RFPsSuck”	5886493	October 15, 2019
Building Engines, Inc. ⁴	United States	“RFPs Reimagined”	5886496	October 15, 2019
Building Engines, Inc. ⁵	United States	“RFPsSuck”	5886494	October 15, 2019

¹ Borrower/Cooley to complete.

² To be acquired from Cobalt Professional Services Network, LLC.

³ To be acquired from Cobalt Professional Services Network, LLC.

⁴ To be acquired from Cobalt Professional Services Network, LLC.

⁵ To be acquired from Cobalt Professional Services Network, LLC.

Building Engines, Inc. ⁶	United States	“Your RFP Process, Reimagined”	5886495	October 15, 2019
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Trade Names

- Building Engines
- Synlio

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

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⁶ To be acquired from Cobalt Professional Services Network, LLC.