

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553380

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Calero Software, LLC		12/16/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GOLUB CAPITAL MARKETS LLC, as Collateral Agent
Street Address:	100 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5001165	CALERO
Registration Number:	5793813	CALERO VERASMART
Registration Number:	2347551	VERAMARK
Registration Number:	2791346	VERASMART
Serial Number:	88216266	CALERO PINNACLE
Serial Number:	88255724	CALERO SOFTWARE
Serial Number:	88216441	CALEROWORLD
Serial Number:	88216346	COMVIEW
Serial Number:	88216536	

CORRESPONDENCE DATA

Fax Number: 2129692900

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.

Phone: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Daniel C. Pollick

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

CH \$240.00 5001165

Address Line 4:	New York, NEW YORK 10036-8299
ATTORNEY DOCKET NUMBER:	38263-016
NAME OF SUBMITTER:	Daniel C. Pollick
SIGNATURE:	/Daniel C. Pollick/
DATE SIGNED:	12/16/2019
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 16, 2019 (this "Agreement"), made by CALERO SOFTWARE, LLC, a Delaware limited liability company (the "Pledgor"), in favor of GOLUB CAPITAL MARKETS LLC, as Collateral Agent (as defined below).

Reference is made to the Security Agreement, dated as of December 16, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Calero Holdings, Inc., a Delaware corporation (the "**Initial Borrower**"), OHCP TEM Holdco, L.P., a Delaware limited partnership ("**Initial Holdings**"), each subsidiary of Holdings or the Borrower from time to time party thereto, and Golub Capital Markets LLC, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the "Collateral Agent"). The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "Trademark Collateral"):

(a) all Trademarks, including those listed on Schedule I, and the goodwill of the business symbolized by the foregoing;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use Trademark application prior to the filing with, and acceptance by, the U.S. Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use Trademark application under applicable law.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that 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 hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

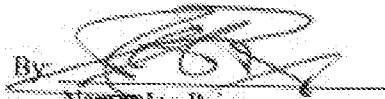
SECTION 6. Termination. This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

SECTION 7. Loan Document. This Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[Signature Pages Follow]

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

CALERO SOFTWARE, LLC, a Delaware
limited liability company

By: 

Name: Joe Pajer

Title: Chief Executive Officer and
President

[Project Pista - Trademark Security Agreement]

ACCEPTED AND AGREED:

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By: 

Name: Robert G. Tuchscherer

Title: Managing Director


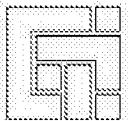
Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Calero Software, LLC

U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CALERO	5001165	19-JUL-2016
CALERO VERASMART	5793813	02-JUL-2019
VERAMARK	2347551	02-MAY-2000
VERASMART	2791346	09-DEC-2003

U.S. Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
CALERO PINNACLE	88216266	04-DEC-2018
CALERO SOFTWARE	88255724	09-JAN-2019
CALEROWORLD 	88216441	04-DEC-2018
COMVIEW	88216346	04-DEC-2018
Design Only 	88216536	04-DEC-2018