

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
5NINE SOFTWARE, INC.		12/18/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVE., SUITE 200		
Internal Address:	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5316611	AZSEC	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	703-610-6100		
Email:	BOXIP@HOGANLOVELLS.COM		
Correspondent Name:	RACHEL S. FLEESON		
Address Line 1:	8350 BROAD STREET, 17TH FLOOR		
Address Line 2:	HOGAN LOVELLS US LLP		
Address Line 4:	TYSONS, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	036639.110		
NAME OF SUBMITTER:	Rachel Fleeson		
SIGNATURE:	/rsf/		
DATE SIGNED:	12/19/2019		
Total Attachments: 10			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is entered into as of the 18th day of December, 2019 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (in such capacity, together with its successors and assigns, "Agent") and the signatory hereto ("Grantor").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantor (the "Credit Extensions") in the amounts and manner set forth in that certain Credit, Guaranty and Security Agreement, by and between Agent, the Lenders, the Grantor and the other Credit Parties party thereto, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Credit Parties, but only upon the condition, among others, that the Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Trademarks (as defined below) to secure the obligations of the Credit Parties under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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 its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

Grantor hereby grants to Agent, for the ratable benefit of the Lenders, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledges to Agent, for the ratable benefit of the Lenders, all of such Grantor's right, title and interest in, to and under the following (all of which shall collectively be called the "Trademark Collateral"), wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof:

(a) All trademarks, trade names, service marks, rights of use of any name, domain names, or any other similar rights, in each case whether registered or not, any applications therefor, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation the U.S. registered trademarks and trademark applications set forth on Exhibit A attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Trademarks");

(b) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(c) All licenses or other rights to use any of the Trademarks and all license fees and royalties arising from such use to the extent permitted by such licenses or rights;

(d) All amendments, extensions, renewals and extensions of any of the Trademarks;
and

(e) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Trademark Collateral does not include any "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark applicable pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use trademark shall constitute Trademark Collateral.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Trademark Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

THIS TRADEMARK SECURITY AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GRANTOR AND AGENT ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. GRANTOR AND AGENT WARRANT AND REPRESENT THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

This Trademark Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.

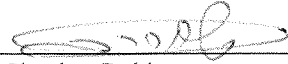
The provisions of the Credit Agreement regarding choice of law, jurisdiction, and venue are incorporated herein and shall govern this Trademark Security Agreement. This Trademark Security Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon Grantor and its successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

5NINE SOFTWARE, INC.

By: 
Name: Shachar Rabbe
Title: Director

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: _____
Name: Maurice Amsellem
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

5NINE SOFTWARE, INC.

By: _____
Name: _____
Title: _____

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By:  _____
Name: Maurice Amselem
Title: Authorized Signatory

EXHIBIT A

U.S. Registered Trademarks and Trademark Applications

Owner of IP	Mark	File Date	Registration Date	Registration No.
5Nine Software Inc.	AZSEC	04/06/2017	10/24/2017	5,316,611

ANNEX A¹

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This Trademark Security Agreement Supplement is entered into as of the [__] day of [____], 20[__] by [____], a [____] (“____”), [____], a [____] (“Grantor”).

RECITALS

A. Grantor is party to that certain Trademark Security Agreement, by and between Agent and the Grantor, dated as of December 18, 2019 (as the same may have been amended, modified or supplemented from time to time prior to the date hereof, the “Existing Trademark Security Agreement”; capitalized terms used herein are used as defined in the Existing Trademark Security Agreement);

B. Grantor wishes to amend the Existing Trademark Security Agreement by supplementing the Trademark Collateral therein with the Trademark(s) listed on the exhibits hereto.

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 its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

Grantor hereby grants to Agent, for the ratable benefit of the Lenders, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledges to Agent, for the ratable benefit of the Lenders, all of such Grantor’s right, title and interest in, to and under the following, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof:

(a) All Trademarks, including without limitation those U.S. registered trademarks and trademark applications set forth on Exhibit A attached hereto, as such exhibit may be further amended, modified or supplemented from time to time; and

(b) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Grantor hereby agrees that the Trademarks listed on the exhibits hereto shall become a part of the Trademark Collateral in the Existing Trademark Security Agreement and shall secure all Obligations in accordance with the terms of the Credit Agreement. The exhibits of the Existing Trademark Security Agreement shall be deemed amended to add the Trademark(s) listed on the exhibits to this Trademark Security Agreement Supplement. The rights and remedies of the Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement and the Existing Trademark Security Agreement.

The provisions of the Existing Trademark Security Agreement regarding choice of law, jurisdiction, venue and jury trial waiver are incorporated herein and shall govern this Trademark Security Agreement Supplement.

¹ Note to draft: Annex A to be used to supplement the Trademark Security Agreement with new or revised trademarks after the initial closing, in accordance with the updating requirements under the Credit Agreement

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Supplement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

5NINE SOFTWARE, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

U.S. Registered Trademarks and Trademark Applications

Description

Registration/
Application
Number

Registration/
Application
Date