

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554300

| | |
|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | FIRST LIEN TRADEMARK SECURITY AGREEMENT |
| SEQUENCE: | 1 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------|----------|----------------|-----------------------|
| Pitney Bowes Software Inc. | | 12/02/2019 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | BANK OF AMERICA, N.A., as Collateral Agent |
| Street Address: | One Bryant Park |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10036 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 27

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------|
| Registration Number: | 1937215 | ANYSITE |
| Registration Number: | 2424785 | CENTRUS |
| Registration Number: | 4555254 | CODE-1 PLUS |
| Registration Number: | 5241924 | CONFIRM |
| Registration Number: | 5042079 | CONFIRMCONNECT |
| Registration Number: | 5037327 | CONFIRMWORKZONE |
| Registration Number: | 4513625 | CONTEXT |
| Registration Number: | 4513626 | DATA FOR LIFE |
| Registration Number: | 2297371 | DOC1 |
| Registration Number: | 1648669 | EDGE |
| Registration Number: | 4477086 | ENGAGEONE |
| Registration Number: | 5323607 | FINALIST |
| Registration Number: | 2353600 | GEOTAX |
| Registration Number: | 1630705 | MAILSTREAM PLUS |
| Registration Number: | 1755031 | MAPBASIC |
| Registration Number: | 1610407 | MAPINFO |
| Registration Number: | 2009121 | MAPMARKER |
| Registration Number: | 2732285 | MAPONICS |

OP \$690.00 1937215

| Property Type | Number | Word Mark |
|----------------------|---------|--------------|
| Registration Number: | 4513627 | MAPONICS |
| Registration Number: | 2241537 | MAPXTREME |
| Registration Number: | 2532200 | PSAP PRO |
| Registration Number: | 2320245 | QUADSTONE |
| Registration Number: | 2058229 | SAGENT |
| Registration Number: | 3894984 | SPECTRUM |
| Registration Number: | 1923472 | STREAMWEAVER |
| Registration Number: | 2243851 | STREETPRO |
| Registration Number: | 2298900 | TARGETPRO |

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.

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: | 1167335 TM 1L A |
| NAME OF SUBMITTER: | Theresa Volano |
| SIGNATURE: | /Theresa Volano/ |
| DATE SIGNED: | 12/20/2019 |

Total Attachments: 6

- source=A Syncsort - Sky - First Lien Trademark Security Agreement (joinder) - Filing#page2.tif
- source=A Syncsort - Sky - First Lien Trademark Security Agreement (joinder) - Filing#page3.tif
- source=A Syncsort - Sky - First Lien Trademark Security Agreement (joinder) - Filing#page4.tif
- source=A Syncsort - Sky - First Lien Trademark Security Agreement (joinder) - Filing#page5.tif
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EXECUTION VERSION

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of December 2, 2019 (this “Agreement”), among Pitney Bowes Software Inc. (“Pitney”), Portrait International, Inc. (“Portrait” and, together with Pitney, the “Grantors” and each, individually, a “Grantor”) and BANK OF AMERICA, N.A., as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of August 16, 2017 (as amended by Incremental Facility Agreement No. 1, dated as of June 29, 2018, Incremental Facility Agreement No. 2, dated as of September 24, 2018, and Incremental Facility Agreement No. 3, dated as of November 6, 2018, and as further amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the “Credit Agreement”), among STARFISH HOLDCO, LLC, a Delaware limited liability company (“Holdings”), STARFISH-S MERGER SUB, INC., a Delaware corporation (the “Sahara Merger Sub”), which was merged with and into SAHARA PARENT, INC., a Delaware corporation (“Sahara”) with Sahara being the surviving entity of such merger, STARFISH-V MERGER SUB, INC., a Delaware corporation (the “Vero Merger Sub” and, together with Sahara Merger Sub, the “Merger Subs” and each, individually, a “Merger Sub”), which was merged with and into VERO PARENT, INC., a Delaware corporation (“Vero”) with Vero being the surviving entity of such merger, the other grantors from time to time party thereto and BANK OF AMERICA, N.A., as Administrative Agent and as Collateral Agent, (b) the First Lien Collateral Agreement dated as of August 16, 2017 (as supplemented by Supplement No. 1, dated as of February 15, 2019, Supplement No. 2, dated as of October 18, 2019 and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Merger Subs, Vero, Sahara, the other grantors from time to time party thereto and the Collateral Agent and (c) Supplement No. 3 to the Collateral Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Supplement”), among Holdings, Sahara, Vero, the Grantors, the other grantors from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Co-Borrowers subject to the terms and conditions set forth in the Credit Agreement. Each Grantor has executed the Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Collateral Agreement. Each Grantor is an Affiliate of a Co-Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued and to secure the Secured Obligations. Accordingly, 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 Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any and all United States Trademarks owned or at any time acquired by the Grantor, including the United States Trademarks on Schedule I attached hereto (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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

PITNEY BOWES SOFTWARE
INC., as Grantor

By:


Name: Joseph D. Rogers
Title: Chief Executive Officer

{Signature Page to First Lien Trademark Security Agreement}

TRADEMARK
REEL: 006822 FRAME: 0867

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

By:



Name:

Mary Lawrence

Title:

AVP; Agency Management Office

Schedule I

Trademark Collateral

| Trademark | Registration No. | Registration Date | Owner |
|-----------------|------------------|-------------------|----------------------------|
| ANYSITE | 1937215 | 11/21/1995 | Pitney Bowes Software Inc. |
| CENTRUS | 2424785 | 01/30/2001 | Pitney Bowes Software Inc. |
| CODE-1 Plus | 4555254 | 06/24/2014 | Pitney Bowes Software Inc. |
| CONFIRM | 5241924 | 07/11/2017 | Pitney Bowes Software Inc. |
| CONFIRMCONNECT | 5042079 | 09/13/2016 | Pitney Bowes Software Inc. |
| CONFIRMWORKZONE | 5037327 | 09/06/2016 | Pitney Bowes Software Inc. |
| CONTEXT | 4513625 | 04/15/2014 | Pitney Bowes Software Inc. |
| DATA FOR LIFE | 4513626 | 04/15/2014 | Pitney Bowes Software Inc. |
| DOC1 | 2297371 | 12/07/1999 | Pitney Bowes Software Inc. |
| EDGE | 1648669 | 06/25/1991 | Pitney Bowes Software Inc. |
| EngageOne | 4477086 | 02/04/2014 | Pitney Bowes Software Inc. |
| Finalist | 5323607 | 10/31/2017 | Pitney Bowes Software Inc. |
| GEOTAX | 2353600 | 05/30/2000 | Pitney Bowes Software Inc. |
| MAILSTREAM PLUS | 1630705 | 01/08/1991 | Pitney Bowes Software Inc. |
| MAPBASIC | 1755031 | 03/02/1993 | Pitney Bowes Software Inc. |
| MapInfo | 1610407 | 08/21/1990 | Pitney Bowes Software Inc. |
| MAPMARKER | 2009121 | 10/15/1996 | Pitney Bowes Software Inc. |
| MAPONICS | 2732285 | 07/01/2003 | Pitney Bowes Software Inc. |
| MAPONICS | 4513627 | 04/15/2014 | Pitney Bowes Software Inc. |

| Trademark | Registration No. | Registration Date | Owner |
|------------------|-------------------------|--------------------------|----------------------------|
| MapXtreme | 2241537 | 04/27/1999 | Pitney Bowes Software Inc. |
| PSAP PRO | 2532200 | 06/22/2002 | Pitney Bowes Software Inc. |
| QUADSTONE | 2320245 | 02/22/2000 | Pitney Bowes Software Inc. |
| SAGENT | 2058229 | 04/29/1997 | Pitney Bowes Software Inc. |
| SPECTRUM | 3894984 | 12/21/2010 | Pitney Bowes Software Inc. |
| STREAMWEAVER | 1923472 | 10/03/1995 | Pitney Bowes Software Inc. |
| STREETPRO | 2243851 | 05/04/1999 | Pitney Bowes Software Inc. |
| TARGETPRO | 2298900 | 12/07/1999 | Pitney Bowes Software Inc. |

Exhibit A-2

#92635383v4

RECORDED: 12/20/2019

**TRADEMARK
REEL: 006822 FRAME: 0870**