

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554557

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Springbrook Holding Company, LLC		12/23/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barings Finance LLC		
Street Address:	111 South Wacker		
Internal Address:	Suite 3100		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	88231918	CIVICPAY BY SPRINGBROOK	
Serial Number:	88231928	CIVICPAY	
Serial Number:	88246110	SPRINGBROOK	
Serial Number:	88246114	SPRINGBROOK	
Serial Number:	88248869	KVS CLOUD	
Serial Number:	88248880	KVS CLOUD	
Serial Number:	88248888	KVS	
Serial Number:	86905509	CIVICPAY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4155911000		
Email:	TrademarksSF@winston.com		
Correspondent Name:	Laura M. Franco, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Laura M. Franco		

CH \$215.00 88231918

SIGNATURE:	/Laura M. Franco/
DATE SIGNED:	12/23/2019
Total Attachments: 5 source=Barings_Springbrook - Trademark Security Agreement#page1.tif source=Barings_Springbrook - Trademark Security Agreement#page2.tif source=Barings_Springbrook - Trademark Security Agreement#page3.tif source=Barings_Springbrook - Trademark Security Agreement#page4.tif source=Barings_Springbrook - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, modified, restated or supplemented from time to time in accordance with the terms hereof and the Credit Agreement referred to below, this “*Agreement*”), dated as of December 23, 2019, is made by the entity listed on the signature pages hereof (the “*Grantor*”), in favor of BARINGS FINANCE LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, “*Administrative Agent*”) for the Lenders from time to time party to the Credit Agreement referred to below and the other holders of Secured Obligations.

W I T N E S S E T H:

WHEREAS, SBRK BUYER, LLC, a Delaware limited liability company (the “*Initial Borrower*”), the Grantor (immediately after giving effect to the consummation of the Closing Date Merger, the “*Successor Borrower*” and together with the Initial Borrower, the “*Borrower*”), the Guarantors from time to time party thereto, the Administrative Agent, the L/C Issuer and the Lenders from time to time party thereto are parties to a Credit and Guaranty Agreement dated as of the date hereof (as amended, modified, restated or supplemented from time to time, the “*Credit Agreement*”), pursuant to which the Administrative Agent, L/C Issuer and the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrower.

WHEREAS, Administrative Agent, L/C Issuer and Lenders are willing to extend credit and make certain other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent for the benefit of the Secured Creditors (a) that certain Security Agreement dated as of the date hereof (as amended, modified, restated or supplemented from time to time in accordance with the terms thereof and the Credit Agreement, the “*Security Agreement*”) among the Grantor, the other Debtors party thereto and the Administrative Agent and (b) this 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and if not defined therein, in the Security Agreement. The term “*Trademarks*” shall mean all rights, title and interests in or relating to trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, print and labels of each Grantor on which any of the foregoing have appeared or appear and, in each case, all goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith (other than an “*intent to use*” application unless and until a verified “*Statement of Use*” or “*Amendment to Allege Use*” with respect thereto is filed with the United States Patent and Trademark Office with respect to such application) .

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the Secured Obligations, each Grantor hereby grants to Administrative Agent a continuing first priority security interest (subject only to Liens permitted to be prior under the Credit Agreement) in all of its right, title and interest in, to and under the following (other than any Excluded Assets), whether presently existing or hereafter created or acquired (collectively, but after excluding any Excluded Assets, the “*Trademark Collateral*”):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between any of the terms and provisions in this Agreement and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. Each Grantor acknowledges that this Agreement is and shall be effective upon its execution and delivery by such Grantor to the Administrative Agent, and it shall not be necessary for the Administrative Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns under the Credit Agreement.

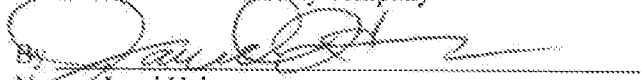
7. GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

SPRINGBROOK HOLDING COMPANY, LLC,
a Delaware limited liability company



Name: Jared Hale

Title: Chief Financial Officer

[Signature page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

BARINGS FINANCE LLC, as Administrative Agent

By 
Name Mark Hindson
Title Managing Director

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006824 FRAME: 0247




SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

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to
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U.S. TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

Grantor	Trademark	Application Number	Filing Date
Springbrook Holding Company, LLC	CIVICPAY BY SPRINGBROOK and Design 	88231918	17-Dec-2018
Springbrook Holding Company, LLC	CIVICPAY	88231928	17-Dec-2018
Springbrook Holding Company, LLC	SPRINGBROOK	88246110	31-Dec-2018
Springbrook Holding Company, LLC	SPRINGBROOK and Design 	88246114	31-Dec-2018
Springbrook Holding Company, LLC	KVS CLOUD	88248869	03-Jan-2019
Springbrook Holding Company, LLC	KVS CLOUD and Design 	88248880	03-Jan-2019
Springbrook Holding Company, LLC	KVS	88248888	03-Jan-2019
Springbrook Holding Company, LLC	CIVICPAY	86905509	11-Feb-2016