

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM556749

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Seismic Software, Inc.		12/27/2019	Corporation: DELAWARE
The Savo Group, Ltd.		12/27/2019	Corporation: DELAWARE
Percolate Industries, Inc.		12/27/2019	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	500 First Avenue
<b>Internal Address:</b>	Commercial Loan Service Center/DCC
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4610985	LIVEDOCS
Serial Number:	85641515	SEISMIC
Serial Number:	74086820	SEISMIC
Serial Number:	86046746	DEAL QUALITY INDEX
Serial Number:	85629068	SALES ENABLEMENT VALUE ASSESSMENT
Registration Number:	4752325	SMARTER SELLING
Registration Number:	3002357	DO WHAT YOU DO BEST. AUTOMATE THE REST.
Serial Number:	76544328	SALES ASSET MANAGEMENT
Registration Number:	2990710	SALES ASSET MANAGER
Registration Number:	2935778	SAVO
Registration Number:	2935777	THE SAVO GROUP
Registration Number:	4929364	THE SYSTEM OF RECORD FOR MARKETING
Registration Number:	4944352	
Registration Number:	5871928	PERCOLATE

## CORRESPONDENCE DATA

TRADEMARK

900530381

REEL: 006834 FRAME: 0551

OP \$365.00 4610985

**Fax Number:** 2158325619

*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:** 2155695619

**Email:** pecsenye@blankrome.com

**Correspondent Name:** Timothy D. Pecsénye

**Address Line 1:** One Logan Square

**Address Line 2:** 8th Floor

**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	074658-18035
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<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
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<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
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<b>DATE SIGNED:</b>	01/09/2020
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**Total Attachments: 7**

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 27<sup>th</sup> day of December, 2019, by SEISMIC SOFTWARE, INC., a Delaware corporation ("Seismic"), THE SAVO GROUP, LTD., A Delaware corporation ("Target") and PERCOLATE INDUSTRIES, INC., a Delaware corporation ("Percolate" and together with Seismic and Target, collectively, "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement and Guaranty, dated as of May 1, 2018 (as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, and as further amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantor, Seismic Software Holdings, Inc., a Delaware corporation ("Holdings"), any Person that may hereafter become a Guarantor thereunder, such other Persons as may hereafter become Borrowers thereunder, the Persons which are now or which hereafter become a lender thereunder (collectively, the "Lenders", and each individually, a "Lender"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, 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, 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.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the 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 Obligations and would be owed by Grantor, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of 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 may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this


Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

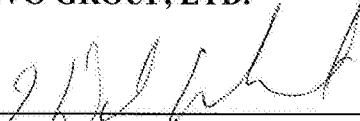
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**


**SEISMIC SOFTWARE, INC.**

By:   
Name: Douglas Winter  
Title: President and Chief Executive Officer

**THE SAVO GROUP, LTD.**

By:   
Name: Douglas Winter  
Title: President and Chief Executive Officer

**PERCOLATE INDUSTRIES, INC.**

By:   
Name: Douglas Winter  
Title: President and Chief Executive Officer

Signature Page to Amended and Restated Trademark Security Agreement

**TRADEMARK**  
**REEL: 006834 FRAME: 0556**

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Benjamin Denkin  
Title: Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

<b>Grantor</b>	<b>Description of Trademark</b>	<b>Application/Registration Number</b>	<b>Application/Registration Date</b>
Seismic Software, Inc.	LiveDocs	4610985	09/23/2014
Seismic Software, Inc.	SEISMIC	(85641515)	(06/01/2012)
Seismic Software, Inc.	SEISMIC & Design  SEISMIC	(74086820)	(08/10/1990)
The SAVO Group	DEAL QUALITY INDEX	(86046746)	(08/23/2013)
The Savo Group, Ltd	SALES ENABLEMENT VALUE ASSESSMENT	(85629068)	(05/18/2012)
The SAVO Group, Ltd	SMARTER SELLING	4752325	06/09/2015
The SAVO Group, Ltd.	DO WHAT YOU DO BEST. AUTOMATE THE REST.	3002357	09/27/2005
The SAVO Group, Ltd.	SALES ASSET MANAGEMENT	(76544328)	(09/12/2003)
The SAVO Group, Ltd.	SALES ASSET MANAGER	2990710	08/30/2005
The SAVO Group, Ltd.	SAVO	2935778	03/29/2005
The SAVO Group, Ltd.	THE SAVO GROUP	2935777	03/29/2005
Percolate Industries, Inc.	The System of Record for Marketing	4,929,364	3/29/2016



Percolate Industries, Inc.	Percolate Drip – Orange teardrop shape	4,944,352	4/26/2016
Percolate Industries, Inc.	Percolate (re-registration application filed on 2/13/2019)	5,871,928	10/1/2019

Licenses

None.