

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Insite Software Solutions, Inc.		01/10/2020	Corporation:
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: 6			
Property Type	Number	Word Mark	
Registration Number:	5504060	BUILT FOR B2B	
Registration Number:	5371501	INSITEPORTFOLIO	
Registration Number:	5703831	INSITECONNECT	
Registration Number:	4661896	INSITECOMMERCE	
Serial Number:	88259772	INSITEPIM	
Serial Number:	87313267	INSITE	
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:	212-819-2655		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Peter Giovine/White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1182886-0050-BC15		
NAME OF SUBMITTER:	Peter Giovine		
SIGNATURE:	/Peter Giovine/		
DATE SIGNED:	01/10/2020		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of January 10, 2020 (this “Agreement”), among Insite Software Solutions, Inc. (the “Grantor”) and GOLUB CAPITAL MARKETS LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of October 9, 2018 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among EPSILON GROUP HOLDINGS LIMITED (f/k/a Epsilon Topco Limited), a private company registered under the laws of Jersey, EPSILON U.S. HOLDINGS, INC., a Delaware corporation, DELAWARE EPSILON MIDCO, LLC, a Delaware limited liability company, EPISERVER SWEDEN HOLDINGS AB (f/k/a Goldcup 17308 AB), a private limited company incorporated under the laws of the Kingdom of Sweden, as the Swedish Borrower, EPISERVER, INC., a Delaware corporation, as the U.S. Borrower, thereto and GOLUB CAPITAL MARKETS LLC, as the administrative agent, and (b) the Collateral Agreement dated as of October 9, 2018 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), EPSILON U.S. HOLDINGS, INC., a Delaware corporation, DELAWARE EPSILON MIDCO, LLC, a Delaware limited liability company, EPISERVER INC., a Delaware corporation, 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 Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the 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. 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. 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, the 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 (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” or an “Amendment to Allege Use” with respect

thereto, solely 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 application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), 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 4. Collateral Agreement. The 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.

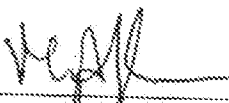
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement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

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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

INSITE SOFTWARE SOLUTIONS, INC., as
Grantor

By: 
Name: Myles Johnson
Title: President

[Signature Page to Trademark Security Agreement]

**GOLUB CAPITAL MARKETS LLC, as
Collateral Agent**

By: 

Name: Robert G. Tuchscherer
Title: Managing Director

Schedule I
Trademark Registrations and Use Applications

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
Insite Software Solutions, Inc.	INSITEPIM	88259772	13-Jan-2019		
Insite Software Solutions, Inc.	BUILT FOR B2B	87313265	25-Jan-2017	5504060	26-Jun-2018
Insite Software Solutions, Inc.	INSITE	87313267	25-Jan-2017		
Insite Software Solutions, Inc.	INSITEPORTFOLIO	87295130	10-Jan-2017	5371501	02-Jan-2018
Insite Software Solutions, Inc.	INSITECONNECT	87295119	10-Jan-2017	5703831	19-Mar-2019
Insite Software Solutions, Inc.	INSITECOMMERCE	86079092	30-Sep-2013	4661896	30-Dec-2014