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ETAS ID: TM558674

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Trademark Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
StatPro Group Limited		01/17/2020	Limited Liability Company: ENGLAND AND WALES	

# **RECEIVING PARTY DATA**

Name:	Golub Capital LLC	
Street Address:	treet Address: 100 South Wacker Drive	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Entity Type: Limited Liability Company: DELAWARE	

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	4913578	STATPRO	
Registration Number:	2481442	STATPRO	

# **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:** 2136207848

Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1182886-0095-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	01/23/2020

#### **Total Attachments: 5**

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# TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of January 17, 2020 (this "Trademark Security Agreement"), is made by the Pledgor that is a signatory hereto, in favor of Golub Capital LLC, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of March 13, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Cobra Merger Sub, Inc., a Delaware corporation (the "Merger Sub" and the "Initial Borrower"), which upon the consummation of the Closing Date Acquisition will be merged with and into Confluence Technologies, Inc., a Delaware corporation ("Confluence" and, following the Merger as successor to Initial Borrower, the "Successor Borrower, together with the Initial Borrower, individually, and collectively as the context may require, the "Borrower"), Cobra Holdings, Inc., a Delaware corporation ("Holdings"), the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and several agents party thereto, including the Collateral Agent.

# WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of March 13, 2018 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.
- SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property (collectively, the "<u>Trademark Collateral</u>"):
- (a) all Trademarks of the Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on <u>Schedule 1</u> attached hereto;
  - (b) all Goodwill associated with such Trademarks; and
  - (c) all Proceeds of any and all of the foregoing.
  - SECTION 3. <u>Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.
  - SECTION 4. <u>Termination</u>. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately

terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by the Pledgor, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. <u>Recordation</u>. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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

		STA'	Name: Mark Stephen Evans Title: Director
AGR	EED TO AND ACCEPTED:		
	LUB CAPITAL LLC, bllateral Agent		
By:	Name: Title:		

Accepted and Agreed:

GOLUB CAPITAL LLC,

as Collateral Agent

Ву;

Name: Robert & Tuchscherer Title: Managing Director

# $\begin{array}{c} \text{SCHEDULE 1} \\ \text{to} \\ \\ \text{TRADEMARK SECURITY AGREEMENT} \end{array}$

# UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
STATPRO GROUP	STATPRO	86715412	05-AUG-2015	4913578	08-MAR-2016
LIMITED (United					
Kingdom)					
STATPRO GROUP	STATPRO	79090232	21-MAY-2010	4072502	20-DEC-2011
LIMITED (United	REVOLUTION				
Kingdom)					
STATPRO GROUP	STATPRO	75765943	31 <b>-J</b> UL-1999	2481442	28-AUG-2001
LIMITED (United					
Kingdom)					

United States Trademark Applications:

None.

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**RECORDED: 01/23/2020**