

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565246

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NCONTRACTS, LLC		01/22/2020	Limited Liability Company: DELAWARE
SUPERNAL SOFTWARE, LLC		01/22/2020	Limited Liability Company: DELAWARE
TRUPOINT PARTNERS, INC.		01/22/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank, as Administrative Agent and Collateral Agent
Street Address:	3003 TASMAN DRIVE
Internal Address:	HF 150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5200078	NCONTINUITY
Registration Number:	5199298	NCYBER
Registration Number:	5348726	NCOMPLY
Registration Number:	5199299	NFINDINGS
Registration Number:	5199300	NVENDOR
Registration Number:	5435986	NRISK
Registration Number:	4566480	TRUPOINT PARTNERS
Registration Number:	3724993	THE POWER OF N
Registration Number:	3724996	NCONTRACTS
Registration Number:	3780083	SCOUT
Registration Number:	3679392	SUPERNAL

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.

TRADEMARK

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: 1195133

NAME OF SUBMITTER: Alicia Vellante

SIGNATURE: /Alicia Vellante/

DATE SIGNED: 03/04/2020

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of January 22, 2020, is made by and between **NCONTRACTS, LLC**, a Delaware limited liability company, **SUPERNAL SOFTWARE, LLC**, a Delaware limited liability company, and **TRUPOINT PARTNERS, INC.**, a Delaware corporation (each a “**Grantor**”) in favor of Silicon Valley Bank (“**SVB**”), as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of January 22, 2020 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among NContracts Holdings, LLC, a Delaware limited liability company (“**Holdings**”), NContracts, LLC, a Delaware limited liability company (“**Borrower**”), Agent and the Lenders, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. Notice of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, pursuant to the Guaranty and Security Agreement, mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto (but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with the United States Patent and Trademark Office with respect thereto, to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law);

(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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and 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 Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

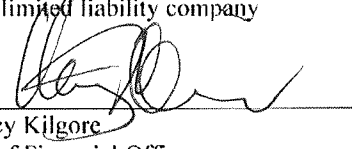
Very truly yours,

GRANTORS:

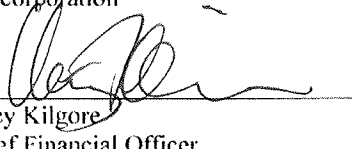
NCONTRACTS, LLC,
a Delaware limited liability company

By: 
Name: Stacy Kilgore
Title: Chief Financial Officer

SUPERNAL SOFTWARE, LLC,
a Delaware limited liability company

By: 
Name: Stacy Kilgore
Title: Chief Financial Officer

TRUPOINT PARTNERS, INC.,
a Delaware corporation

By: 
Name: Stacy Kilgore
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

SILICON VALLEY BANK,
as Agent

By: _____
Name: *Henry Wang*
Title: *Vice President*

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
NCONTINUITY	U.S. Federal	87273436 19-Dec-2016	5200078 09-May-2017	Registered	Ncontracts, LLC
NCYBER	U.S. Federal	87188379 29-Sep-2016	5199298 09-May-2017	Registered	Ncontracts, LLC
NCOMPLY	U.S. Federal	87188396 29-Sep-2016	5348726 05-Dec-2017	Registered	Ncontracts, LLC
NFINDINGS	U.S. Federal	87188389 29-Sep-2016	5199299 09-May-2017	Registered	Ncontracts, LLC
NVENDOR	U.S. Federal	87188394 29-Sep-2016	5199300 09-May-2017	Registered	Ncontracts, LLC
NRISK	U.S. Federal	87188404 29-Sep-2016	5435986 03-Apr-2018	Registered	Ncontracts, LLC
TRUPOINT PARTNERS	U.S. Federal	85927733 09-May-2013	4566480 15-Jul-2014	Registered	TruPoint Partners, Inc.
THE POWER OF N	U.S. Federal	77724653 29-Apr-2009	3724993 15-Dec-2009	Registered	Ncontracts, LLC
NCONTRACTS	U.S. Federal	77725183 29-Apr-2009	3724996 15-Dec-2009	Registered	Ncontracts, LLC
SCOUT	U.S. Federal	77676109 23-Feb-2009	3780083 27-Apr-2010	Registered	Supernal Software, LLC
SUPERNAL	U.S. Federal	77676157 23-Feb-2009	3679392 08-Sep-2009	Registered	Supernal Software, LLC