

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573349

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOBLE SYSTEMS CORPORATION		04/23/2020	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, LLC		
Street Address:	2450 Colorado Avenue, Suite 2000 West		
City:	SANTA MONICA		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Serial Number:	77461136	TDI	
Registration Number:	4225480	NOBLE SYSTEMS	
Registration Number:	4953273	COMPLIANCE APPLIANCE	
Registration Number:	5046985	SMARTACCEPT	
Registration Number:	5007983	NOBLE	
Registration Number:	5008067	SNUG	
Registration Number:	5008069	SNUG	
Registration Number:	5177570	THE WORLD'S SMARTEST CALL CENTER SOFTWARE	
Registration Number:	5177571	THE WORLD'S SMARTEST CALL CENTER SOFTWARE	
Registration Number:	5056315	SMARTRECOVER	
Registration Number:	5177854	INBOUND 100	
Registration Number:	5501700	SMARTADHERENCE	
Registration Number:	5613377	SMARTENGAGE	
Registration Number:	5704870	AGENT GAMIFICATION	
Registration Number:	5580960	VINCIO	
Registration Number:	5854908	COMPOSER	
Serial Number:	88489407	DECISION AI	
Serial Number:	88489412	NOBLE IQ	
Serial Number:	88495729	NOBLE SYSTEMS	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	88495735	NOBLE
Serial Number:	88505196	CONTACT AI
Serial Number:	88564478	NOBLE SYSTEMS CUSTOMER CONTACT TECHNOLOG
Serial Number:	88564493	NOBLE SYSTEMS
Serial Number:	88564551	NOBLE SYSTEMS
Serial Number:	88639457	NOBLE SYSTEMS GAMIFICATION

CORRESPONDENCE DATA

Fax Number: 7146686355

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: 7146686255

Email: SUNNYELEE@PAULHASTINGS.COM

Correspondent Name: SUNNY E. LEE

Address Line 1: 695 TOWN CENTER DRIVE, 17TH FL

Address Line 2: PAUL HASTINGS LLP

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 45035-250 Yount/Hildebran

NAME OF SUBMITTER: SUNNY E. LEE

SIGNATURE: /S/ SUNNY E. LEE

DATE SIGNED: 04/23/2020

Total Attachments: 5

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AMENDMENT NUMBER FOUR TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER FOUR TO TRADEMARK SECURITY AGREEMENT**, dated as of April 23, 2020 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of June 28, 2007, as amended by that certain Amendment Number One to Trademark Security Agreement, dated as of November 2, 2007, that certain Amendment Number Two to Trademark Security Agreement, dated as of July 16, 2012 and that certain Amendment Number Three to Trademark Security Agreement, dated as of May 28, 2015 (collectively, the "Trademark Security Agreement"), by and between **NOBLE SYSTEMS CORPORATION**, a Georgia corporation ("Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company (as successor by merger to Wells Fargo Capital Finance, Inc.), as the arranger and administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Grantor and Agent wish to amend the Trademark Security Agreement by adding certain Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Grantor and Agent hereby agree that (a) Schedule I to the Trademark Security Agreement is hereby amended to include the Trademark Collateral listed on Schedule A attached hereto (in addition to the other Trademark Collateral described in Schedule I to the Trademark Security Agreement), and (b) the Trademark Collateral listed on Schedule A attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Obligations pursuant to the Trademark Security Agreement.

2. Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of Georgia.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. This Amendment is a Loan Document.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTOR:

NOBLE SYSTEMS CORPORATION,
a Georgia corporation

By:

Martin D. Kidder

Name:

Martin D. Kidder

Title:

CFO

[SIGNATURE PAGE TO AMENDMENT NUMBER FOUR TO TRADEMARK SECURITY AGREEMENT]


TRADEMARK
REEL: 006922 FRAME: 0557

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC, a Delaware
limited liability company (as successor by merger to Wells Fargo
Capital Finance, Inc.)

By:


Name: Joanne Rosario
Title: Its Authorized Signatory

[SIGNATURE PAGE TO AMENDMENT NUMBER FOUR TO TRADEMARK SECURITY
AGREEMENT]

TRADEMARK

REEL: 006922 FRAME: 0558

SCHEDULE A
to
AMENDMENT NUMBER FOUR TO TRADEMARK SECURITY AGREEMENT

Grantor	Title/Mark	Country	Application/ Registration No.	Application/ Registration Date
Noble Systems Corporation	TDI	U.S.	77461136	4/29/2008
Noble Systems Corporation	NOBLE SYSTEMS	U.S.	4225480	10/16/2012
Noble Systems Corporation	COMPLIANCE APPLIANCE	U.S.	4953273	5/3/2016
Noble Systems Corporation	SMARTACCEPT	U.S.	5046985	9/20/2016
Noble Systems Corporation	NOBLE	U.S.	5007983	7/26/2016
Noble Systems Corporation	SNUG	U.S.	5008067	7/26/2016
Noble Systems Corporation	SNUG	U.S.	5008069	7/26/2016
Noble Systems Corporation	THE WORLD'S SMARTEST CALL CENTER SOFTWARE	U.S.	5177570	4/4/2017
Noble Systems Corporation	THE WORLD'S SMARTEST CALL CENTER SOFTWARE COMPANY	U.S.	5177571	4/4/2017
Noble Systems Corporation	SMARTRECOVER	U.S.	5056315	10/4/2016
Noble Systems Corporation	INBOUND 100	U.S.	5177854	4/4/2017
Noble Systems Corporation	SMARTADHERENCE	U.S.	5501700	6/26/2018
Noble Systems Corporation	SMARTENGAGE	U.S.	5613377	11/20/2018
Noble Systems Corporation	AGENT GAMIFICATION	U.S.	5704870	3/19/2019
Noble Systems Corporation	VINCIO	U.S.	5580960	10/9/2018
Noble Systems Corporation	COMPOSER	U.S.	5854908	9/10/2019
Noble Systems Corporation	DECISION AI	U.S.	88489407	6/26/2019
Noble Systems Corporation	NOBLE IQ	U.S.	88489412	6/26/2019
Noble Systems Corporation	NOBLE SYSTEMS	U.S.	88495729	7/1/2019

Noble Systems Corporation	NOBLE	U.S.	88495735	7/1/2019
Noble Systems Corporation	CONTACT AI	U.S.	88505196	7/9/2019
Noble Systems Corporation	NOBLE SYSTEMS CUSTOMER CONTACT TECHNOLOGIES	U.S.	88564478	8/2/2019
Noble Systems Corporation	NOBLE SYSTEMS	U.S.	88564493	8/2/2019
Noble Systems Corporation	NOBLE SYSTEMS	U.S.	88564551	8/2/2019
Noble Systems Corporation	NOBLE SYSTEMS GAMIFICATION	U.S.	88639457	10/2/2019