

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575277

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AppExtremes, LLC		05/07/2020	Limited Liability Company: DELAWARE
Counselytics, Inc.		05/07/2020	Corporation: DELAWARE
Octiv, Inc.		05/07/2020	Corporation: INDIANA
Orchestrate, LLC		05/07/2020	Limited Liability Company: IOWA

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Administrative Agent
Street Address:	Trust Agency Services, 60 Wall Street, 16th Floor
Internal Address:	Mail Stop: NYC60 - 1630
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	5917057	AI ANALYZE
Registration Number:	5906914	CONGA COLLABORATE
Registration Number:	5881685	DIGITAL DOCUMENT TRANSFORMATION
Registration Number:	5806260	CONGA TRIGGER
Registration Number:	5906915	CONGA BATCH
Registration Number:	5906916	CONGA AI
Registration Number:	5906881	CONGA
Registration Number:	5906882	CONGA
Registration Number:	5906883	CONGA COMPOSER
Registration Number:	5906884	CONGA GRID
Registration Number:	5812215	CONGA ORCHESTRATE
Registration Number:	5812216	CONGA CONNECT
Registration Number:	5667451	CONGA SIGN
Registration Number:	5449786	TRUE-UP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5146497	OCTIV
Registration Number:	5146498	OCTIV
Registration Number:	5252166	HARMONY
Registration Number:	5272293	MAESTRO
Registration Number:	4557521	COUNSELYTICS
Registration Number:	4589798	CONGANEER
Registration Number:	4539965	CONGASPHERE
Registration Number:	4407009	CONGA
Registration Number:	4312850	CONGA CONDUCTOR
Registration Number:	4131930	PROCESSCOMPOSER
Registration Number:	3810101	CONGA MAIL MERGE
Registration Number:	3810102	CONGA COMPOSER
Registration Number:	3685661	CONGA MERGE
Registration Number:	3685662	CONGA COURIER
Serial Number:	88243125	CONGA AI ANALYZE

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4756
Email: ipteam@cogencyglobal.com
Correspondent Name: Jay daSilva
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1218767 TM
NAME OF SUBMITTER:	Jonathan Larson
SIGNATURE:	/Jonathan Larson/
DATE SIGNED:	05/07/2020

Total Attachments: 5
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif
source=Trademark Security Agreement#page8.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of May 7, 2020, is entered into by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a “*Grantor*” and, collectively, the “*Grantors*”) and **DEUTSCHE BANK TRUST COMPANY AMERICAS** (the “*Assignee*”), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of October 2, 2018, by and among the Assignee, **PROJECT EVEREST HOLDINGS, LLC**, a Delaware limited liability company (“*Holdings*”), and **APTUS CORPORATION**, a Delaware corporation (the “*Borrower*”), the Grantors and the other parties thereto from time to time (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), and pursuant to that certain Credit Agreement, dated as of October 2, 2018, by and among Holdings, the Borrower, Assignee and the Lenders party thereto from time to time (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”).

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, logos, Internet domain names and other source or business identifiers, now existing or hereafter adopted or acquired, (ii) all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, (iii) the right to obtain all renewals thereof and (iv) all goodwill associated with or symbolized by any of the foregoing.

(b) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement and amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor that is Collateral or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark that is Collateral to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation.

Grantor authorizes and requests the Commissioner for Trademarks and any other government officials to record and register this Agreement.

4. Administrative Agent.

The Administrative Agent shall act hereunder only in accordance with the terms and conditions of the Credit Agreement. Any and all actions the Administrative Agent takes or omits to take hereunder shall be covered by the indemnity provisions of the Credit Agreement which shall be deemed to be incorporated by reference herein. In the case of a conflict between this Agreement, and the Credit Agreement, the Credit Agreement shall govern the rights and obligations of the Administrative Agent.

5. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

6. Counterparts

This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

APPEXTREMES, LLC

COUNSELYTICS, INC.

OCTIV, INC.

ORCHESTRATE, LLC

By: Frank Holland

Name: Frank Holland

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006932 FRAME: 0319

ASSIGNEE:

**DEUTSCHE BANK TRUST COMPANY
AMERICAS,**

as Administrative Agent

DocuSigned by:
By: Erika Wershovien
Name: Erika Wershovien
Title: Vice President

DocuSigned by:
By: Nigel Luke
Name: Nigel Luke
Title: Vice President

Schedule A to TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Owner
AI ANALYZE	USA	88390478	17-Apr-19	5917057	19-Nov-19	APPEXTREMES, LLC
CONGA COLLABORATE	USA	88243114	27-Dec-18	5906914	12-Nov-19	APPEXTREMES, LLC
DIGITAL DOCUMENT TRANSFORMATION	USA	88243117	27-Dec-18	5881685	8-Oct-19	APPEXTREMES, LLC
CONGA TRIGGER	USA	88243118	27-Dec-18	5806260	16-Jul-19	APPEXTREMES, LLC
CONGA BATCH	USA	88243119	27-Dec-18	5906915	12-Nov-19	APPEXTREMES, LLC
CONGA AI	USA	88243123	27-Dec-18	5906916	12-Nov-19	APPEXTREMES, LLC
CONGA Stylized	USA	88233070	18-Dec-18	5906881	12-Nov-19	APPEXTREMES, LLC
CONGA Design	USA	88233074	18-Dec-18	5906882	12-Nov-19	APPEXTREMES, LLC
CONGA COMPOSER	USA	88233076	18-Dec-18	5906883	12-Nov-19	APPEXTREMES, LLC
CONGA GRID	USA	88233081	18-Dec-18	5906884	12-Nov-19	APPEXTREMES, LLC
CONGA ORCHESTRATE	USA	88233083	18-Dec-18	5812215	23-Jul-19	APPEXTREMES, LLC
CONGA CONNECT	USA	88233085	18-Dec-18	5812216	23-Jul-19	APPEXTREMES, LLC
CONGA SIGN	USA	87749041	9-Jan-18	5667451	29-Jan-19	APPEXTREMES, LLC
TRUE-UP	USA	87367039	10-Mar-17	5449786	17-Apr-18	APPEXTREMES, LLC
OCTIV	USA	87106812	18-Jul-16	5146497	21-Feb-17	OCTIV, INC.
OCTIV	USA	87106822	18-Jul-16	5146498	21-Feb-17	OCTIV, INC.
HARMONY	USA	87030987	10-May-16	5252166	25-Jul-17	ORCHESTRATE, LLC
MAESTRO	USA	87031231	10-May-16	5272293	22-Aug-17	ORCHESTRATE, LLC
COUNSELYTICS	USA	86053518	1-Sep-13	4557521	24-Jun-14	COUNSELYTICS LTD
CONGANEER	USA	85939434	22-May-13	4589798	19-Aug-14	APPEXTREMES, LLC
CONGASPHERE	USA	85912251	23-Apr-13	4539965	27-May-14	APPEXTREMES, LLC
CONGA	USA	85855188	20-Feb-13	4407009	24-Sep-13	APPEXTREMES, LLC
CONGA CONDUCTOR	USA	85698812	8-Aug-12	4312850	2-Apr-13	APPEXTREMES, LLC
PROCESSCOMPOSER	USA	85408056	26-Aug-11	4131930	24-Apr-12	ORCHESTRATE, LLC
CONGA MAIL MERGE	USA	77862093	31-Oct-09	3810101	29-Jun-10	APPEXTREMES, LLC
CONGA COMPOSER	USA	77862095	31-Oct-09	3810102	29-Jun-10	APPEXTREMES, LLC
CONGA MERGE	USA	77681665	2-Mar-09	3685661	22-Sep-09	APPEXTREMES, LLC
CONGA COURIER	USA	77681672	2-Mar-09	3685662	22-Sep-09	APPEXTREMES, LLC

Trademark Applications

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Owner
CONGA AI ANALYZE	USA	88243125	27-Dec-18	--	--	APPEXTREMES, LLC