

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576470

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|---|-------------------------------------|-------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | First Lien Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Revulytics, Inc. | | 05/14/2020 | Corporation: DELAWARE |
| Software Compliance Group, LLC | | 05/14/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Jefferies Finance LLC | | |
| Street Address: | 520 Madison Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5419236 | REVULYTICS | |
| Registration Number: | 5419237 | REVULYTICS | |
| Registration Number: | 5419238 | | |
| Registration Number: | 3431754 | CODEARMOR | |
| Registration Number: | 5096250 | SCG SOFTWARE COMPLIANCE GROUP | |
| Registration Number: | 5096251 | SCG SOFTWARE COMPLIANCE GROUP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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: | 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: | 1220779 TM | | |
| NAME OF SUBMITTER: | Elaine Carrera | | |

OP \$165.00 5419236

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|--|------------------|
| SIGNATURE: | /Elaine Carrera/ |
| DATE SIGNED: | 05/14/2020 |
| Total Attachments: 5 source=04. Flexera - Revulytics Joinder - First Lien Trademark Security Agreement#page2.tif source=04. Flexera - Revulytics Joinder - First Lien Trademark Security Agreement#page3.tif source=04. Flexera - Revulytics Joinder - First Lien Trademark Security Agreement#page4.tif source=04. Flexera - Revulytics Joinder - First Lien Trademark Security Agreement#page5.tif source=04. Flexera - Revulytics Joinder - First Lien Trademark Security Agreement#page6.tif | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 14, 2020 (this “Agreement”), is made by Revulytics, Inc., a Delaware corporation, and Software Compliance Group, LLC, a Delaware limited liability company (each a “Debtor”, and collectively, the “Debtors”), in favor of Jefferies Finance LLC (“Jefferies”), as collateral agent for the Secured Creditors (as defined in the Security Agreement hereinafter identified and defined) (Jefferies acting as such collateral agent and any successor or successors to Jefferies in such capacity being hereinafter referred to as the “Collateral Agent”).

WHEREAS, each Debtor has been made party to that certain First Lien Security Agreement, dated as of February 26, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), by and among each Debtor, the Collateral Agent and the other debtors party thereto, pursuant to which each Debtor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Debtor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement. The rules of construction specified in Section 1(a) of the Security Agreement shall also apply to this Agreement mutatis mutandis.

Section 2. Grant of Security Interest in Trademark Collateral. As collateral security for the Secured Obligations, each Debtor hereby grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and acknowledges and agrees that the Collateral Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in all of such Debtor’s Trademarks, including the Trademark registrations and pending applications for registration in the U.S. Patent and Trademark Office listed on Schedule A attached hereto and all proceeds of the foregoing, in each case, to the extent the foregoing items constitute Collateral (collectively, the “Trademark Collateral”).

Section 3. Certain Limited Exclusions. Notwithstanding the foregoing, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act 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 4. Security Agreement. The security interest granted to the Collateral Agent pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Creditors pursuant to the Security Agreement, and each Debtor 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission (including “.pdf” or “.tiff”) will be effective as delivery of a manually executed counterpart thereof.

[Signature Pages Follow]

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

Revulytics, Inc.
Software Compliance Group, LLC,
each as a Debtor

By: Joseph W. Freda
Name: Joseph W. Freda
Title: Chief Financial Officer




Accepted and agreed to as of the date first above written:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: Paul Chisholm
Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Owner | Mark | Appl. No. | Filing Date | Registration No. | Registration Date |
|--------------------------------|---|------------|-------------|------------------|-------------------|
| Revulytics, Inc. | Revulytics | 87/200,976 | 10/12/2016 | 5,419,236 | 03/06/2018 |
| Revulytics, Inc. |  Revulytics (Stylized and/or design) | 87/200,977 | 10/12/2016 | 5,419,237 | 03/06/2018 |
| Revulytics, Inc. |  Stylized and/or design | 87/200,978 | 10/12/2016 | 5,419,238 | 03/06/2018 |
| Revulytics, Inc. | CODEARMOR | 76/663,030 | 7/14/2006 | 3,431,754 | 5/20/2008 |
| Software Compliance Group, LLC | SGC Software Compliance Group | 86/585,660 | 04/02/2015 | 5,096,250 | 12/6/2016 |
| Software Compliance Group, LLC |  SCG Software Compliance Group (Stylized and/or design) | 86/585,664 | 04/02/2015 | 5,096,251 | 12/6/2016 |