

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593434

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SQL SENTRY, LLC		08/21/2020	Limited Liability Company: DELAWARE
SQL SENTRY HOLDINGS, LLC		08/21/2020	Limited Liability Company: DELAWARE
PRAGMATIC WORKS SOFTWARE, INC.		08/21/2020	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK, as Administrative 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: 17

Property Type	Number	Word Mark
Registration Number:	5473272	PLAN EXPLORER
Registration Number:	5178372	SENTRYONE
Registration Number:	2920880	SQL SENTRY
Registration Number:	2797885	INTERCERVE
Registration Number:	3525229	SQL SENTRY PERFORMANCE ADVISOR
Registration Number:	5350469	PRAGMATIC WORKS
Registration Number:	5282695	STOP BAD DATA LEGITEST.COM
Registration Number:	4881660	BIXPRESS
Registration Number:	4898299	PRAGMATIC WORKS
Registration Number:	4900921	LEGITEST
Registration Number:	4356412	BI QUICK START
Registration Number:	4469277	DBA XPRESS
Registration Number:	4154135	BI DOCUMENTER
Registration Number:	4125636	BI XPRESS

OP \$440.00 5473272

Property Type	Number	Word Mark
Registration Number:	4154120	TASK FACTORY
Serial Number:	88709157	SENTRYONE CLOUDLIFTER
Serial Number:	88709155	CLOUDLIFTER

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: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
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:	1257077
NAME OF SUBMITTER:	Alicia Vellante, Corporate Paralegal
SIGNATURE:	/Alicia Vellante/
DATE SIGNED:	08/21/2020

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“*Agreement*”) is entered into as of August 21, 2020 by and between 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 **SILICON VALLEY BANK**, as administrative agent for the Lenders (in such capacity, the “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation (the “*Loans*”) to **SQL SENTRY, LLC**, a Delaware limited liability company (“*Borrower*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of the date hereof, by and among, Borrower, **SQL SENTRY HOLDINGS, LLC**, a Delaware limited liability company (“*Holdings*”), the several banks and other financial institutions or entities from time to time parties thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Grantors have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantors shall grant to Administrative Agent a security interest in certain Copyrights, Copyright Licenses Trademarks, Trademark Licenses, Patents and Patent Licenses (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and any Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and Holdings and the other Grantors have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, each Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and

interest in, to and under its Intellectual Property constituting Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAW RULES THEREOF (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

SQL SENTRY HOLDINGS, LLC

By: 

Name: Robert J. Potter

Title: Chief Executive Officer

SQL SENTRY, LLC

By: 

Name: Robert J. Potter

Title: Chief Executive Officer

PRAGMATIC WORKS SOFTWARE, INC.

By: 

Name: Robert J. Potter

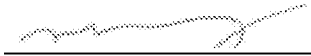
Title: Chief Executive Officer

TRADEMARK

REEL: 007031 FRAME: 0329

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: 
Name: Henry Wang
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

COPYRIGHTS

Registered Copyrights of SQL Sentry Holdings, LLC

None.

Registered Copyrights of SQL Sentry, LLC

None.

Registered Copyrights of Pragmatic Works Software, Inc.

None.

Registered Copyrights and Pending Copyright Applications Licensed to Loan Parties

None.

EXHIBIT B

PATENTS

Issued Patents of SQL Sentry Holdings, LLC

None.

Issued Patents of SQL Sentry, LLC

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
United States	8,810,575	August 19, 2014	INFOGRAPHIC DISK ACTIVITY INTERFACE AND METHOD FOR DISPLAYING RELATIVE SATURATION OF A COMPUTER DISK SYSTEM

Issued Patents of Pragmatic Works Software, Inc.

None.

Pending Patent Applications of SQL Sentry Holdings, LLC

None.

Pending Patent Applications of SQL Sentry, LLC

<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
United States	16/818,566	March 13, 2020	SYSTEM FOR GENERATING PREDICATE-WEIGHTED HISTOGRAMS

Pending Patent Applications of Pragmatic Works Software, Inc.

None.

EXHIBIT C

TRADEMARKS

Registered Trademarks of SQL Sentry Holdings, LLC

None.

Registered Trademarks of SQL Sentry, LLC

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Mark</u>
United States	5,473,272	May 22, 2018	May 10, 2017	PLAN EXPLORER
United States	5,178,372	April 4, 2017	July 17, 2016	SENTRYONE
United States	2,920,880	January 25, 2005	January 27, 2004	SQL SENTRY
United States	2,797,885	December 23, 2003	February 13, 2003	INTERCERVE
United States	3,525,229	October 28, 2008	July 24, 2007	SQL SENTRY PERFORMANCE ADVISOR
European Union	17085325	December 5, 2017		SENTRYONE
Canada	TMA1035005	July 3, 2019		SENTRYONE

Registered Trademarks of Pragmatic Works Software, Inc.

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Mark</u>
United States	5,350,469	December 5, 2017	May 12, 2017	PRAGMATIC WORKS
United States	5,282,695	September 5, 2017	September 23, 2016	STOP BAD DATA LEGITEST.COM
United States	4,881,660	January 5, 2016	July 7, 2015	BIXPRESS
United States	4,898,299	February 9, 2016	July 6, 2015	PRAGMATIC WORKS
United States	4,900,921	February 16, 2016	June 2, 2015	LEGITEST
United States	4,356,412	June 25, 2013	April 9, 2012	BI QUICK START
United States	4,469,277	January 21, 2014	March 14, 2013	DBA XPRESS
United States	4,154,135	June 5, 2012	October 20, 2011	BI DOCUMENTER
United States	4,125,636	April 10, 2012	October 20, 2011	BI XPRESS
United States	4,154,120	June 5, 2012	October 18, 2011	TASK FACTORY

Pending Trademark Applications of SQL Sentry Holdings, LLC

None.

Pending Trademark Applications of SQL Sentry, LLC

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Mark</u>
United States	88/709,157	November 27, 2019	SENTRYONE CLOUDLIFTER
United States	88/709,155	November 27, 2019	CLOUDLIFTER

Pending Trademark Applications of Pragmatic Works Software, Inc.

None.