

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595532

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tricentis Americas, Inc.		08/21/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5749343	CAPIO	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (074658-19039 ND)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-01862		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	09/02/2020		
Total Attachments: 5			
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SECURITY AGREEMENT

(TRADEMARKS)

August 21, 2020

WHEREAS, TRICENTIS AMERICAS, INC., a Delaware corporation (“Grantor”), has adopted, used and is using the trademark listed opposite Grantor’s name on the annexed Schedule 1, annexed hereto as part hereof, which trademark is registered in the United States Patent and Trademark Office (the “Trademark”);

WHEREAS, Grantor is obligated to PNC BANK, NATIONAL ASSOCIATION, as agent for the below-defined Lenders (“Grantee”), and the other Secured Parties, as defined in the Revolving Credit, Term Loan and Security Agreement, dated as of May 13, 2019 (as amended by that certain First Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of March 13, 2020, and as the same may be further amended, restated, amended and restated, extended, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Grantor, TRICENTIS USA CORP., a Delaware corporation, TRICENTIS APAC PTY. LTD. ACN 143 271 130, an Australian company, and such other Persons as may hereafter become Borrowers thereunder (collectively, the “Borrowers” and each individually a “Borrower”), TRICENTIS OPERATIONS HOLDINGS, INC., a Delaware corporation, TRICENTIS GMBH, a company organized under the laws of Austria, TI ACQUISITION SUBSIDIARY, INC., a Delaware corporation, CapIO, LLC, a Delaware limited liability company and such other Persons as may hereafter become Guarantors thereunder (collectively, the “Guarantors” and each individually a “Guarantor”), the Persons which are now or which hereafter become a lender thereunder (collectively, the “Lenders” and each individually a “Lender”) and Grantee for the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, pursuant to the Credit Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of such Grantor in and to its general intangibles, including, without limitation, the Trademark (the “Collateral”), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

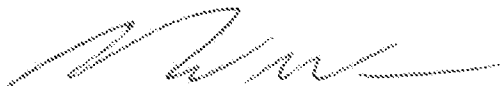
Grantee’s address is PNC Bank, National Association, 100 Pine Street, Suite 1500, San Francisco, CA 94111 Attention: Relationship Manager.

THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

TRICENTIS AMERICAS, INC.,
a Delaware corporation

By: 

Name: Michael Vandiver
Title: Treasure and Chief Financial
Officer

[Signature Page to Security Agreement (Trademark)]

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: *Walt Sparks*
Name: Walter Sparks
Title: AVP

[Signature Page to Security Agreement (Trademarks)]

TRADEMARK
REEL: 007043 FRAME: 0160

SCHEDULE I TO SECURITY AGREEMENT
TRADEMARK

<u>MARK</u>	<u>RECORD OWNER</u>	<u>COUNTRY</u>	<u>FILED</u>	<u>APP #</u>	<u>REG DATE</u>	<u>REG #</u>	<u>STATUS</u>	<u>CLASS</u>
Caplo	CERNALABS, INC. ¹	U.S.	8/17/2018	88082969	5/14/2019	5749343	Registered	09

¹ NTD: Name change and assignment filings have been made with the USPTO to Tricentis Americas.

Security Agreement (Trademarks)