

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602519

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PatronManager Inc.		09/18/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Vector Patron Holdings LP		
Street Address:	c/o Vector Capital, One Market Street Steuart Tower, 23rd Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5331040	PATRONINSIGHT	
Registration Number:	5008085	PATRONMANAGER	
Registration Number:	4965678	PATRONMANAGER	
Registration Number:	4747405	PATRONMANAGER CRM	
Registration Number:	4636744	PATRONMAIL	
Registration Number:	3894478	PATRONMANAGER	
Registration Number:	3716398	PATRONMANAGER	
Registration Number:	2733116	PATRON TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152686538		
Email:	achung@mofo.com		
Correspondent Name:	Jennifer Lee Taylor, Morrison & Foerster		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	078816-0000017		
NAME OF SUBMITTER:	Jennifer Lee Taylor		

CH \$215.00 5331040

SIGNATURE:	/Jennifer Lee Taylor/
DATE SIGNED:	10/12/2020
Total Attachments: 4 source=Patron -- Trademark Security Agreement (PatronManager)#page1.tif source=Patron -- Trademark Security Agreement (PatronManager)#page2.tif source=Patron -- Trademark Security Agreement (PatronManager)#page3.tif source=Patron -- Trademark Security Agreement (PatronManager)#page4.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this "Trademark Security Agreement") dated as of September 18, 2020, is made by PatronManager Inc., a Delaware corporation ("Grantor") in favor of Vector Patron Holdings LP, a Delaware limited partnership (together with its successors and permitted assigns, the "Investor").

W I T N E S S E T H:

WHEREAS, pursuant to the certain Note Purchase Agreement, dated as of September 18, 2020 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the "NPA"), by and among Nortap Technology Inc., a Delaware corporation (the "Company"), and the parties identified as "Investors" on the signature pages thereto, the Investors (as defined in the NPA) party thereto have severally agreed to provide certain financial accommodations to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed to enter into that certain Guaranty and Security Agreement, dated as of September 18, 2020 (the "Guaranty and Security Agreement"), in favor of the Investor, to secure the Secured Obligations; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Investor to enter into the NPA and to induce the Investor to provide the financial accommodations to the Company thereunder, Grantor hereby agrees with the Investor as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Investor, and grants to the Investor a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses, including, without limitation, those referred to on Schedule I hereto (but excluding any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with the United States Patent and Trademark Office with respect thereto, 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 such intent-to-use trademark application under applicable federal law);

(b) all renewals and extensions of the foregoing and all rights to obtain the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Investor pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Investor with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Facsimile copies and other electronic copies (e.g. DocuSign, “pdf” or “tif”) of signed signature pages will be deemed binding originals.

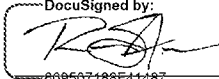
6. Governing Law. This Trademark Security Agreement and all actions arising out of or in connection with this Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions of the State of New York or of any other state.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

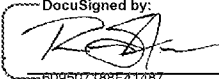
Very truly yours,

PATRONMANAGER INC.,
as Grantor

By: 
Name: Robert Amen
Title: President

ACCEPTED AND AGREED
as of the date first above written:

VECTOR PATRON HOLDINGS LP, as the Investor

By: 
Name: Robert Amen
Title: President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Registration Number	Registration Date
5331040	November 7, 2017
5008085	July 26, 2016
4965678	May 24, 2016
4747405	June 2, 2015
4636744	November 11, 2014
3894478	December 21, 2010
3716398	November 24, 2009
2733116	July 1, 2003

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.