

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM610023

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Open Counter Enterprises, Inc.		11/13/2020	Corporation: DELAWARE
eCivis, Inc.		11/13/2020	Corporation: DELAWARE
City Base, Inc.		11/13/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Acquiom Agency Services LLC		
<b>Street Address:</b>	150 Fifth Street		
<b>Internal Address:</b>	Suite 2600		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4991812	OC OPENCOUNTER	
<b>Registration Number:</b>	4741931	GRANTS NETWORK	
<b>Registration Number:</b>	3251218	ECIVIS	
<b>Registration Number:</b>	5415866	CITYBASE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	stokesb@gtlaw.com		
<b>Correspondent Name:</b>	Bethany A. Stokes		
<b>Address Line 1:</b>	Greenberg Traurig, LLP		
<b>Address Line 2:</b>	One International Place, Suite 2000		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	147806.011500		
<b>NAME OF SUBMITTER:</b>	Bethany A. Stokes		
<b>SIGNATURE:</b>	/Bethany A. Stokes/		

CH \$115.00 4991812

<b>DATE SIGNED:</b>	11/20/2020
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**Total Attachments: 5**

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## GRANT OF SECURITY INTEREST IN TRADEMARKS

This **GRANT OF SECURITY INTEREST IN TRADEMARKS** (this “Agreement”), dated as of November 13, 2020, is made by and among the parties identified as “Grantors” on the signature pages hereto (each, individually, a “Grantor”, and collectively, the “Grantors”) and ACQUIOM AGENCY SERVICES LLC, as agent for the Lenders (in such capacity, the “Agent”).

**WHEREAS**, pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and among GTY Technology Holdings Inc., a Massachusetts corporation (the “Borrower”), the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and Acquiom Agency Services LLC, as agent for the Lenders thereunder (as amended, restated, amended and restated, supplemented, refinanced, replaced and/or otherwise modified from time to time, the “Loan Agreement”), the Lenders have agreed to make a Term Loan to the Borrower upon the terms and conditions set forth therein;

**WHEREAS**, under the Loan Agreement, each Grantor grants to the Agent, for the benefit of the Lenders, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to the Collateral (as defined in the Loan Agreement), including in (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office (“USPTO”) or in any similar office or agency of the United States or any state thereof, and (b) all renewals thereof (“Trademarks”); and

**WHEREAS**, pursuant to the terms of the Loan Agreement, the Grantors are required to execute this Agreement.

**NOW, THEREFORE**, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 1. *Definitions.*** Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to such terms in the Loan Agreement.

**SECTION 2. *Grant of Security Interest.*** To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, each Grantor hereby grants to the Agent, for the benefit of the Lenders, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to all the Trademarks, whether now owned or existing or owned, acquired or arising hereafter, including the trademark registrations and trademark applications set forth on Schedule 1 hereto (collectively, the “Trademark Collateral”). Notwithstanding anything to the contrary contained in this Section 2, the security interest granted under this Agreement shall not extend to, and the Trademark Collateral shall not include, any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable Law; provided that upon submission to and acceptance by the USPTO of an amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or a statement of use pursuant to 15 U.S.C. Section 1051(d) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral. The Grantors and the Agent, on behalf of the Lenders, hereby acknowledge and

agree that the security interest created hereby in the Trademark Collateral is not to be construed as an assignment of any Trademarks.

SECTION 3. *Purpose.* This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the USPTO.

SECTION 4. *Acknowledgment.* Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 5. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by fax transmission or other electronic mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. *Governing Law; Submission to Jurisdiction; Venue; WAIVER OF JURY TRIAL.* The terms of Section 12 of the Loan Agreement with respect to governing law, submission to jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

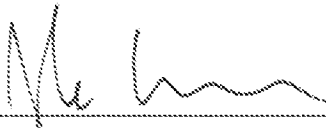
SECTION 7. *The Agent.* The Agent shall be entitled to all of the protections, immunities, rights and indemnities provided to it in the Loan Agreement, all of which are hereby incorporated herein by reference, *mutatis mutandis*.

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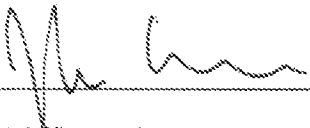
IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademarks to be duly executed by their respective authorized officers as of the day and year first above written.

**GRANTORS:**

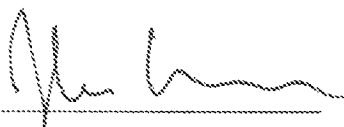
**OPEN COUNTER ENTERPRISES, INC.,**  
a Delaware corporation

By:   
Name: John Curran  
Title: Chief Financial Officer and Treasurer

**ECIVIS, INC.,**  
a Delaware corporation

By:   
Name: John Curran  
Title: Chief Financial Officer and Treasurer

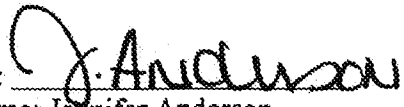
**CITY BASE, INC.,**  
a Delaware corporation

By:   
Name: John Curran  
Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

Acknowledged and Accepted:

**ACQUIOM AGENCY SERVICES LLC, as Agent**




By:   
Name: Jennifer Anderson  
Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007112 FRAME: 0296**

Schedule I

U.S. Trademark Registrations and Applications

Loan Party	Trademark Name	Application Number	Filing Date	Registration Number	Registration Date
Open Counter Enterprises Inc.		86773732	September 30, 2015	4991812	July 5, 2016
eCivis, Inc.	GRANTS NETWORK	86231804	March 25, 2014	4741931	May 26, 2015
eCivis, Inc.		78865529	April 20, 2006	3251218	June 12, 2007
CityBase, Inc.		87426440	April 26, 2017	5415866	March 6, 2018