

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM610434

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PKWARE, Inc.		11/23/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A.		
<b>Street Address:</b>	111 W. Monroe		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3453487	PARTNERLINK	
<b>Registration Number:</b>	1521646	PKSFX	
<b>Registration Number:</b>	1577583	PKUNZIP	
<b>Registration Number:</b>	1577582	PKWARE	
<b>Registration Number:</b>	1827332	PKWARE DATA COMPRESSION LIBRARY	
<b>Registration Number:</b>	1578799	PKZIP	
<b>Registration Number:</b>	3951176	SAVESECURE	
<b>Registration Number:</b>	3089432	SECUREZIP	
<b>Registration Number:</b>	5110970	SMARTCRYPT	
<b>Registration Number:</b>	4511578	VIIVO	
<b>Registration Number:</b>	4452358	VZIP	
<b>Registration Number:</b>	3110148	ZIP READER BY PKWARE	
<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>Phone:</b>	2128192511		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Kate Andes		
<b>Address Line 1:</b>	1221 Avenue of the Americas		
<b>TRADEMARK</b>			

CH \$315.00 3453487

<b>Address Line 4:</b>	New York, NEW YORK 10020
<b>ATTORNEY DOCKET NUMBER:</b>	1785638-0067-CM65
<b>NAME OF SUBMITTER:</b>	Kate Andes
<b>SIGNATURE:</b>	/Kate Andes/
<b>DATE SIGNED:</b>	11/23/2020
<b>Total Attachments: 5</b> source=PKWARE - Trademark Security Agreement Executed#page1.tif source=PKWARE - Trademark Security Agreement Executed#page2.tif source=PKWARE - Trademark Security Agreement Executed#page3.tif source=PKWARE - Trademark Security Agreement Executed#page4.tif source=PKWARE - Trademark Security Agreement Executed#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of November 23, 2020, by the undersigned (the “Grantor”), in favor of BMO HARRIS BANK N.A., as administrative and collateral agent for the Lenders (in such capacities, “Agent”).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Loan Agreement”), dated as of November 23, 2020 by and among PKWARE, Inc., a Delaware corporation (“PKWARE”, and together with any other Person who becomes a “Borrower” in accordance with the terms of such Loan Agreement, each individually a “Borrower” and collectively, “Borrowers”), Holdings (as defined in the Loan Agreement), the other Guarantors (as defined in the Loan Agreement) from time to time party thereto, the Lenders from time to time party thereto and Agent; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of itself and the Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance of the Obligations under the Loan Agreement, the Grantor hereby grants to Agent, for the benefit of itself and the Secured Parties, a security interest in all of the Grantor's rights, title and interests in, to and under the following, whether now owned or presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”): all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (i) the U.S. trademark registrations and applications listed on Schedule I attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) subject to the Loan Agreement, all products and proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Notwithstanding the foregoing, the security interest granted herein does not include any “intent to use” trademark applications for which a statement of use or amendment to allege use has not been

filed and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1060(a) (or any successor provision); provided that, upon such acceptance, such intent-to-use trademark application shall automatically be considered Trademark Collateral.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of 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.

4. REPRESENTATIONS AND WARRANTIES. The Grantor hereby represents and warrants that the trademarks and trademark applications listed on Schedule I attached hereto constitute all U.S. federally registered trademarks and trademark applications registered to the Grantor as of the date of this Agreement.

5. COUNTERPARTS. This Agreement (and any amendments, waivers, consents, or supplements hereto) may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

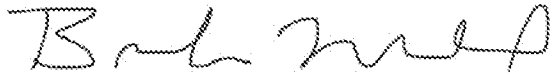
6. GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 10.13, 10.14 AND 10.17 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

*[Remainder of page intentionally left blank; signature page follows.]*

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

**GRANTOR:**

**PKWARE, INC.**


By:  \_\_\_\_\_

Name: Brandon Muirhead

Title: Vice President, Secretary and Treasurer

**ACCEPTED AND ACKNOWLEDGED BY:**

**BMO HARRIS BANK N.A.,**  
as Agent

By:   
Name: Stephen Mueller  
Title: Director

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS:

<b>Mark</b>	<b>Reg. Number/ (Serial Number)</b>	<b>Registration Date/(Filing Date)</b>	<b>Owner</b>
PARTNERLINK	3453487	24-JUN-2008	PKWARE, Inc.
PKSFX	1521646	24-JAN-1989	PKWARE, Inc.
PKUNZIP	1577583	16-JAN-1990	PKWARE, Inc.
PKWARE	1577582	16-JAN-1990	PKWARE, Inc.
PKWARE DATA COMPRESSION LIBRARY	1827332	22-MAR-1994	PKWARE, Inc.
PKZIP	1578799	23-JAN-1990	PKWARE, Inc.
SAVESECURE	3951176	26-APR-2011	PKWARE, Inc.
SECUREZIP	3089432	09-MAY-2006	PKWARE, Inc.
SMARTCRYPT	5110970	27-DEC-2016	PKWARE, Inc.
VIIVO	4511578	08-APR-2014	PKWARE, Inc.
VZIP	4452358	17-DEC-2013	PKWARE, Inc.
ZIP READER BY PKWARE	3110148	27-JUN-2006	PKWARE, Inc.