

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM618098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Team Software, Inc.		12/31/2020	Corporation: NEBRASKA
RECEIVING PARTY DATA			
Name:	Obsidian Agency Services, Inc., as Collateral Agent		
Street Address:	2951 28th Street, Suite 1000		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4242934	KWANTEK	
Registration Number:	6094444	E	
Registration Number:	6094446	E EHUB	
Registration Number:	6005260	EHUB	
Registration Number:	6094443	EHUB	
Registration Number:	6202077	LIGHTHOUSE POWERED BY TEAM SOFTWARE	
Registration Number:	6005255	Q BY TEAM SOFTWARE	
Registration Number:	6005256	Q BY TEAM SOFTWARE	
Registration Number:	5207663	TEAM SOFTWARE	
Registration Number:	3772273	TEAM SOFTWARE	
Registration Number:	5994001	TEAM SOFTWARE	
Registration Number:	5994002	TEAMTIME	
Registration Number:	5994003	TEAMTIME	
Registration Number:	2304134	WINTTEAM	
Registration Number:	5994004	WINTTEAM	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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>			

CH \$390.00 4242934

Phone: 312-577-8438
Email: raquel.haleem@katten.com
Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	01/04/2021

Total Attachments: 7

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **Amended and Restated Trademark Security Agreement** (this “A&R Trademark Security Agreement”), dated as of December 31, 2020 by Team Software, Inc., a Nebraska corporation (the “Grantor”), in favor of OBSIDIAN AGENCY SERVICES, INC., having an address at 2951 28th Street, Suite 1000, Santa Monica, CA 90405, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, together with its successors and assigns, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Kwantek, LLC, a Kentucky limited liability company (“Kwantek”) entered into that certain Trademark and Security Agreement, dated as of March 12, 2020 (the “Existing Trademark Security Agreement”) by Kwantek in favor of the Collateral Agent, which was recorded with the United States Patent and Trademark Office on March 17, 2020 at Reel/Frame: 6893/0878;

WHEREAS, the Grantor entered into that certain Agreement and Plan of Merger between the Grantor and Kwantek (the “Merger”), dated as of the date hereof, whereby Kwantek merged with and into the Grantor, and the Grantor is the surviving corporation;

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of September 14, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “GCA”), in favor of the Collateral Agent pursuant to which the Grantor granted a security interest in all or substantially all of the Grantor’s assets, including, without limitation, the Trademarks listed on Schedule I attached hereto; and

WHEREAS, in connection with the Merger, the Existing Trademark Security Agreement is being amended and restated pursuant to this A&R Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of its right, title and interest in, to and under all the following Collateral of the Grantor:

A. all Trademarks of the Grantor, including the Trademarks listed on Schedule I attached hereto;

B. all Proceeds of any and all of the foregoing; and

C. all rights to sue for past, present or future infringements thereof.

Notwithstanding anything to the contrary contained in clauses A, B and C above, the security interest created by this A&R Trademark Security Agreement shall not extend to any Excluded Assets.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this A&R Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the GCA, 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 A&R Trademark Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the GCA, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this A&R Trademark Security Agreement.

SECTION 5. Counterparts. This A&R Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this A&R Trademark Security Agreement by signing and delivering one or more counterparts.

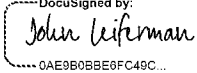
SECTION 6. Amendment and Restatement. This A&R Trademark Security Agreement constitutes an amendment and restatement of the Existing Trademark Security Agreement. All obligations and security interests granted under the Existing Trademark Security Agreement are hereby renewed and continued and hereafter will be governed by this A&R Trademark Security Agreement. The execution and delivery of this A&R Trademark Security Agreement is not intended to constitute a novation of any of the liens, security interests or other obligations evidenced or created by the Existing Trademark Security Agreement. As of the date hereof, the terms of the Existing Trademark Security Agreement shall be amended, supplemented, modified and restated in their entirety by the term set forth herein and all security interests granted thereunder shall be deemed to be obligations outstanding and security interests granted under this A&R Trademark Security Agreement without any further action by any Person.

[signature pages follow]

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

Very truly yours,

TEAM SOFTWARE, INC.

By:  DocuSigned by:
0AE9B0BBE6FC49C...
Name: John Leiferman
Title: Chief Executive Officer

Accepted and Agreed:

OBSIDIAN AGENCY SERVICES, INC.,
as Collateral Agent




By: _____





Name: Philip Tseng

Title: Duly Authorized Signatory

SCHEDULE I
to
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Team Software, Inc.	4242934	KWANTEK
Team Software, Inc.	6094444	
Team Software, Inc.	6094446	
Team Software, Inc.	6005260	EHUB
Team Software, Inc.	6094443	EHUB
Team Software, Inc.	6202077	

OWNER	REGISTRATION NUMBER	TRADEMARK
Team Software, Inc.	6005255	 by ► TEAM Software
Team Software, Inc.	6005256	Q BY TEAM SOFTWARE
Team Software, Inc.	5207663	TEAM Software
Team Software, Inc.	3772273	TEAM SOFTWARE
Team Software, Inc.	5994001	
Team Software, Inc.	5994002	
Team Software, Inc.	5994003	TEAMTIME
Team Software, Inc.	2304134	WINTeam
Team Software, Inc.	5994004	

Trademark Applications:

None.