

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Calytera US, Inc.		01/29/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5685982	AMANDA	
Registration Number:	3795530	DECISION ACADEMIC	
Registration Number:	2897379	DEGREE NAVIGATOR	
Registration Number:	6090570		
Serial Number:	88802572	GRANTIUM	
Registration Number:	5973746	CALYTERA	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0562		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	01/29/2021		
Total Attachments: 8			

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of January 29, 2021, is made by the Grantors (as identified below), in favor of Antares Capital LP, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, Calytera US, Inc., a Delaware corporation, Granicus, LLC, a Minnesota limited liability company, Granicus, Inc., a California corporation, Host Compliance LLC, a Delaware limited liability company, and Vision Technology Solutions, LLC, a Delaware limited liability company (each, a “**Grantor**”) own the Trademark Collateral (as defined below); and

WHEREAS, each Grantor is party to a Security Agreement, dated as of January 29, 2021, (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which each Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”): (a) all Trademarks (as defined in the Security Agreement), including the Trademarks registered or applied for in the United States Patent and Trademark Office and set forth on Schedule A annexed hereto, (b) the goodwill of such Grantor’s business associated with the use thereof or symbolized thereby, (c) all rights to sue at law or in equity for any past, present, and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing, and (d) all Proceeds of any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; but excluding any Excluded Property (as such term is defined in the Credit Agreement and including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing (and acceptance by the United State Patent and Trademark Office) of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law).

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Upon the Termination Date (as defined in the Credit Agreement), the security interest granted hereby shall automatically and immediately terminate, the Trademark Collateral shall be automatically and immediately released, this Agreement shall terminate, and all rights to the Trademark Collateral shall revert

to Grantors, all without delivery of any instrument or performance of any act by any Person; provided, however, at any Grantor's request, the Collateral Agent shall execute, acknowledge, and deliver to such Grantor an instrument (in form and substance reasonably satisfactory to such Grantor) in writing confirming the release and termination of the security interest in the Trademark Collateral granted hereby for filing with the United States Patent and Trademark Office.

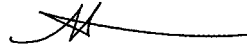
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

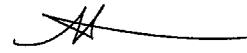
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

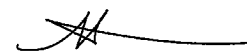
CALYTERA US, INC.

By: 
Name: Mahmudul Amin
Title: Chief Financial Officer

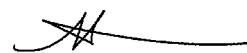
GRANICUS, LLC

By: 
Name: Mahmudul Amin
Title: Chief Financial Officer

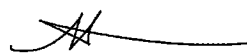
GRANICUS, INC.

By: 
Name: Mahmudul Amin
Title: Chief Financial Officer

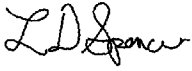
HOST COMPLIANCE LLC

By: 
Name: Mahmudul Amin
Title: Chief Financial Officer

VISION TECHNOLOGY SOLUTIONS, LLC

By: 
Name: Mahmudul Amin
Title: Chief Financial Officer

Accepted and Agreed:
ANTARES CAPITAL LP,
as the Collateral Agent



By: _____

Name: Lofton Spencer

Title: Duly Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK REGISTRATIONS

#	Trademark	Jurisdiction	Application Serial Number	Registration Number	Filing Date	Registration Date	Owner
1.	AMANDA	U.S. Federal	88035491	5685982	07/12/2018	02/26/2019	CALYTERA US INC. DELAWARE CORPORATION 804 LAS CIMAS PARKWAY, SUITE 100 AUSTIN, TEXAS 78746
2.	DECISION ACADEMIC	U.S. Federal	77752245	3795530	06/04/2009	06/01/2010	CALYTERA US INC. DELAWARE CORPORATION 804 LAS CIMAS PARKWAY, SUITE 100 AUSTIN, TEXAS 78746
3.	DEGREE NAVIGATOR	U.S. Federal	78305507	2897379	09/25/2003	10/26/2004	CALYTERA US INC. DELAWARE CORPORATION 804 LAS CIMAS PARKWAY, SUITE 100 AUSTIN, TEXAS 78746
4.	Design Only 	U.S. Federal	88718268	6090570	12/06/2019	06/30/2020	CALYTERA US INC. DELAWARE CORPORATION 804 LAS CIMAS PARKWAY, SUITE 100 AUSTIN, TEXAS 78746
5.	GRANTIUM	U.S. Federal	88802572	—	02/19/2020	—	CALYTERA US INC. DELAWARE CORPORATION 804 LAS CIMAS PARKWAY, SUITE 100 AUSTIN, TEXAS 78746

#	Trademark	Jurisdiction	Application Serial Number	Registration Number	Filing Date	Registration Date	Owner
6.	CALYTERA	U.S. Federal	88023422	5973746	07/02/2018	01/28/2020	CALYTERA US, INC. DELAWARE CORPORATION 804 LAS CIMAS PARKWAY SUITE 100 AUSTIN, TEXAS 78746
7.	GRANICUS	U.S. Federal	88450270	5942876	05/29/2019	12/24/2019	GRANICUS, INC. SUITE 3600 1900 BROADWAY DENVER, COLORADO UNITED STATES 80202
8.	SPEAKUP	U.S. Federal	86329654	4684738	07/07/2014	02/10/2015	GRANICUS, INC. CALIFORNIA CORPORATION 600 HARRISON ST SAN FRANCISCO CALIFORNIA 94107
9.	Design Only 	U.S. Federal	85151594	4044080	10/13/2010	10/25/2011	GRANICUS, LLC 408 ST. PETER STREET, SUITE 600 ST. PAUL, MINNESOTA 55102
10.	GOVDELIVERY	U.S. Federal	88073471	5911881	08/10/2018	11/19/2019	GRANICUS, LLC 408 ST. PETER STREET, SUITE 600 ST. PAUL, MINNESOTA 55102
11.	GOVLOOP	U.S. Federal	85411156	4145821	08/30/2011	05/22/2012	GRANICUS, LLC 408 ST. PETER STREET, SUITE 600 ST. PAUL, MINNESOTA 55102
12.	IQM2	U.S. Federal	77073318	3818754	12/29/2006	07/13/2010	GRANICUS, LLC MINNESOTA LIMITED LIABILITY CO. 408 SAINT PETER STREET SUITE 600 SAINT PAUL MINNESOTA 55102

#	Trademark	Jurisdiction	Application Serial Number	Registration Number	Filing Date	Registration Date	Owner
13.	GOVACCESS	U.S. Federal	90192224	—	09/18/2020	—	GRANICUS, LLC MINNESOTA LIMITED LIABILITY CO. SUITE 600 408 ST. PETER ST. ST. PAUL, MINNESOTA 55102
14.	GOVMEETINGS	U.S. Federal	90192165	—	09/18/2020	—	GRANICUS, LLC MINNESOTA LIMITED LIABILITY CO. SUITE 600 408 ST. PETER ST. ST. PAUL, MINNESOTA 55102
15.	GOVRECORDS	U.S. Federal	90192217	—	09/18/2020	—	GRANICUS, LLC MINNESOTA LIMITED LIABILITY CO. SUITE 600 408 ST. PETER ST. ST. PAUL, MINNESOTA 55102
16.	GOVSERVICE	U.S. Federal	90192233	—	09/18/2020	—	GRANICUS, LLC MINNESOTA LIMITED LIABILITY CO. SUITE 600 408 ST. PETER ST. ST. PAUL, MINNESOTA 55102
17.	HOST COMPLIANCE	U.S. Federal	87561393	5388689	08/09/2017	01/23/2018	HOST COMPLIANCE LLC DELAWARE LIMITED LIABILITY CO. #81158 1037 NORTHEAST 65TH STREET SEATTLE WASHINGTON 98115
18.	VISION	U.S. Federal	86754949	4955527	09/12/2015	05/10/2016	VISION TECHNOLOGY SOLUTIONS, LLC DELAWARE LIMITED LIABILITY CO. 2530 WILSHIRE BLVD., 2ND FL SANTA MONICA CALIFORNIA 90403

#	Trademark	Jurisdiction	Application Serial Number	Registration Number	Filing Date	Registration Date	Owner
19.	VISION	U.S. Federal	86872179	5210277	01/12/2016	05/23/2017	VISION TECHNOLOGY SOLUTIONS, LLC DELAWARE LIMITED LIABILITY CO. 2530 WILSHIRE BLVD., 2ND FL. SANTA MONICA CALIFORNIA 90403
20.	VISION INTERNET	U.S. Federal	86653876	4885434	06/05/2015	01/12/2016	VISION TECHNOLOGY SOLUTIONS, LLC DELAWARE LIMITED LIABILITY CO. 2530 WILSHIRE BLVD., 2ND FL SANTA MONICA CALIFORNIA 90403
21.	VISION INTERNET	U.S. Federal	86653885	4885435	06/05/2015	01/12/2016	VISION TECHNOLOGY SOLUTIONS, LLC DELAWARE LIMITED LIABILITY CO. 2530 WILSHIRE BLVD., 2ND FL SANTA MONICA CALIFORNIA 90403
22.	VISIONLIVE	U.S. Federal	87264176	5264265	12/09/2016	08/15/2017	VISION TECHNOLOGY SOLUTIONS, LLC DELAWARE LIMITED LIABILITY CO. 222 N. SEPULVEDA BLVD., SUITE 1500 EL SEGUNDO CALIFORNIA 90403
23.	VISIONPULSE	U.S. Federal	87265784	5255246	12/12/2016	08/01/2017	VISION TECHNOLOGY SOLUTIONS, LLC DELAWARE LIMITED LIABILITY CO. 222 N. SEPULVEDA BLVD., SUITE 1500 EL SEGUNDO CALIFORNIA 90245

TRADEMARK