

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERSIONONE, INC.		02/10/2021	Corporation: DELAWARE
DIGITAL.AI SOFTWARE, INC.		02/01/2021	Corporation: DELAWARE
ARXAN TECHNOLOGIES, INC.		02/10/2021	Corporation: DELAWARE
NUMERIFY, INC.		02/10/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE		
Internal Address:	SUITE 300		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	3401588	VERSIONONE	
Registration Number:	3401589	V1 VERSIONONE	
Registration Number:	3860512	V1	
Registration Number:	3904185	AGILE MADE EASIER	
Registration Number:	4408553	TEAMROOM	
Registration Number:	4677723	STATE OF AGILE	
Registration Number:	4677544	AGILESHERPA	
Registration Number:	4677546	AGILEPALOOZA	
Registration Number:	4677545	AGILELIVE	
Registration Number:	4677548	AGILE CHRONICLES	
Registration Number:	5144852	QUALITY AT SPEED	
Registration Number:	3934874	TEAMFORGE	
Registration Number:	3934875	TEAMFORGE	
Registration Number:	3215006	COLLABNET	
Registration Number:	2591636	COLLABNET	
TRADEMARK			

CH \$865.00 3401588

Property Type	Number	Word Mark
Registration Number:	5992520	GITAGILE
Registration Number:	4548103	MAM
Registration Number:	3783855	APPERIAN
Registration Number:	5559185	EASE
Registration Number:	5270460	DEFEND. DETECT. DETER.
Registration Number:	5239970	ARXAN
Registration Number:	4068399	GUARDSPEC
Registration Number:	2862874	ARXAN
Registration Number:	4147079	ENSUREIT
Registration Number:	3636566	TRANSFORMIT
Registration Number:	3450304	GUARDIT
Registration Number:	5701017	
Registration Number:	4672617	NUMERIFY
Registration Number:	4749365	NUMERIFY360
Registration Number:	4313954	CLOUDFORGE
Registration Number:	4313955	CLOUDFORGE
Registration Number:	5881970	ARXAN
Serial Number:	88864072	DIGITAL.AI
Serial Number:	88864083	DIGITAL.AI

CORRESPONDENCE DATA

Fax Number: 3105572193
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.
Phone: 310-557-2900
Email: KLATHROP@PROSKAUER.COM
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11964.331
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	02/10/2021

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of February 10, 2021, by and among VERSIONONE, INC., a Delaware corporation, DIGITAL.AI SOFTWARE, INC., a Delaware corporation, ARXAN TECHNOLOGIES, INC., a Delaware corporation and NUMERFIY, INC. a Delaware corporation (each, a “Grantor” and, collectively, the “Grantors”) and MIDCAP FINANCIAL TRUST, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantors are party to that certain Pledge and Security Agreement, dated as of February 10, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in certain intellectual property rights owned by such Grantor and pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Collateral Agent for itself and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under (a) all Trademarks owned by such Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” 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 extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including without limitation, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by each Grantor to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

VERSIONONE, INC.,
DIGITAL.AI SOFTWARE, INC.

By: 
Name: Stephen Gregorio
Title: Chief Financial Officer

ARXAN TECHNOLOGIES, INC.,
NUMERIFY, INC.

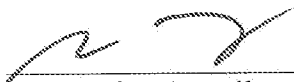
By: 
Name: Stephen Gregorio
Title: Chief Financial Officer and Secretary

Accepted and Agreed:

MIDCAP FINANCIAL TRUST,
as Collateral Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 007188 FRAME: 0671

SCHEDULE I

UNITED STATES TRADEMARK REGISTRATIONS:

Trademark	Registration No.	Registration Date	Owner
VERSIONONE	3,401,588	3/25/2008	VersionOne, Inc.
 VERSIONONE	3,401,589	3/25/2008	VersionOne, Inc
VI	3,860,512	10/12/2010	VersionOne, Inc.
AGILE MADE EASIER	3,904,185	1/11/2011	VersionOne, Inc.
TEAMROOM	4,408,553	9/24/2013	VersionOne, Inc
STATE OF AGILE	4,677,723	1/27/2015	VersionOne, Inc
AGILESHERPA	4,677,544	1/27/2015	VersionOne, Inc
AGILEPALOOZA	4,677,546	1/27/2015	VersionOne, Inc
AGILELIVE	4,677,545	1/27/2015	VersionOne, Inc
AGILE CHRONICLES	4,677,548	1/27/2015	VersionOne, Inc
QUALITY AT SPEED	5,144,852	2/21/2017	Collabnet, Inc.
TEAMFORGE	3,934,874	3/22/2011	Collabnet, Inc.
TEAMFORGE	3,934,875	3/22/2011	Collabnet, Inc.
GET ON COLLABNET	3,215,006	3/6/2007	Collabnet, Inc.
GET ON COLLABNET	2,591,636	7/9/2002	Collabnet, Inc.
GITAGILE (class 42)	5,992,520	2/18/2020	Collabnet, Inc.
MAM	4,548,103	6/10/2014	Arxan Technologies, Inc.
APPERIAN	3,783,855	5/4/2010	Arxan Technologies, Inc.
EASE	5,559,185	9/11/2018	Arxan Technologies, Inc.
DEFEND. DETECT. DETER.	5,270,460	8/22/2017	Arxan Technologies, Inc.
ARXAN& Design	5,239,970	7/11/2017	Arxan Technologies, Inc.
GUARDSPEC	4,068,399	12/6/2011	Arxan Technologies, Inc.
ARXAN	2,862,874	7/13/2004	Arxan Technologies, Inc.
ENSUREIT	4,147,079	5/22/2012	Arxan Technologies, Inc.

TRANSFORMIT	3,636,566	6/9/2009	Arxan Technologies, Inc.
GUARDIT	3,450,304	6/17/2008	Arxan Technologies, Inc.
Design Only	5,701,017	3/19/2019	Arxan Technologies, Inc.
NUMERIFY	4,672,617	1/13/2015	Numerify, Inc.
NUMERIFY360	4,749,365	6/2/2015	Numerify, Inc.
CLOUDFORGE	4,313,954	4/2/2013	Digital.ai Software, Inc.
CLOUDFORGE	4,313,955	4/2/2013	Digital.ai Software, Inc.
ARXAN & Design	5,881,970	10/15/2019	Arxan Technologies, Inc.

UNITED STATES TRADEMARK APPLICATIONS:

Title	Application No.	Application Date	Owner
DIGITAL.AI	88/864,072	4/8/2020	Digital.ai Software, Inc.
DIGITAL.AI (stylized)	88/864,083	4/8/2020	Digital.ai Software, Inc.