

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630036

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Software Technology, LLC		03/05/2021	Limited Liability Company: DELAWARE
Rocket Matter, LLC		03/05/2021	Limited Liability Company: FLORIDA
TimeSolv LLC		03/05/2021	Limited Liability Company: MINNESOTA
CosmoLex Cloud, LLC		03/05/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Collateral Agent
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3596228	ROCKET MATTER
Registration Number:	2693811	TIMESYNC
Registration Number:	3612192	TIMESOLV
Registration Number:	4556373	COSMOLEX
Registration Number:	3612232	TABS3
Registration Number:	3612233	PRACTICEMASTER
Registration Number:	3612234	
Registration Number:	5418990	KURENT

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

TRADEMARK

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 11668 / 481

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 03/05/2021

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **March 5, 2021** (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **ARES CAPITAL CORPORATION**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of March 5, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent;

WHEREAS, initially capitalized terms used but not defined in this Agreement have their respective meanings as defined in the Pledge and Security Agreement; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) The United States registered trademarks and service marks and applications therefor referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent-to-use trademark application 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 or any registration issuing therefrom under applicable federal law, and including (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (iv) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the United States Copyright Office, United States Patent and Trademark Office, and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement 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 contract. 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.

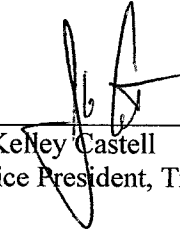
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern, as applicable.

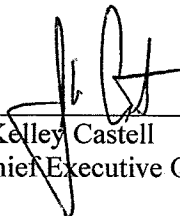
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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

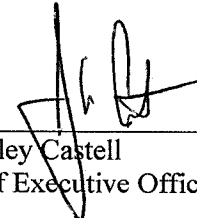
SOFTWARE TECHNOLOGY, LLC,
as a Grantor

By: 
Name: Kelley Castell
Title: Vice President, Treasurer and Secretary

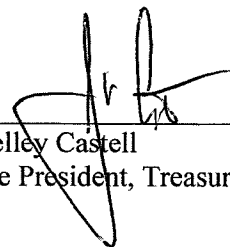
ROCKET MATTER, LLC,
as a Grantor

By: 
Name: Kelley Castell
Title: Chief Executive Officer


TIMESOLV LLC,
as a Grantor

By: 
Name: Kelley Castell
Title: Chief Executive Officer

COSMOLEX CLOUD, LLC,
as a Grantor


By: 
Name: Kelley Castell
Title: Vice President, Treasurer and Secretary

ARES CAPITAL CORPORATION,
as Collateral Agent

Name: Ian Fitzgerald
By: 
Title: Authorized Signatory

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

United States Trademark Registrations and Applications

Trademark	Country	Status	App. Date	App. No.	Reg. No.	Registration Date	Grantor/ Owner
ROCKET MATTER (word mark)	U.S.	Registered	February 5, 2008	77389069	3596228	March 24, 2009	Rocket Matter, LLC
TIMESYNC	U.S.	Registered	July 19, 2000	76092045	2693811	March 4, 2003	Timesolv Corporation
TIMESOLV	U.S.	Registered	Sept 22, 2008	77575676	3612192	April 28, 2009	Timesolv Corporation
COSMOLEX	U.S.	Registered	February 18, 2012	85546703	4556373	June 24, 2014	CosmoLex Cloud, LLC
COSMOLEX	CA		February 4, 2019	1955090			CosmoLex Cloud, LLC
TABS3	U.S.	Registered	Sept 23, 2008	77576221	3612232	April 28, 2009	Software Technology, LLC
PRACTICEMASTER	U.S.	Registered	Sept 23, 2008	77576230	3612233	April 28, 2009	Software Technology, LLC
	U.S.	Registered	Sept 23, 2008	77576243	3612234	April 28, 2009	Software Technology, LLC
KURENT	U.S.	Registered	June 15, 2016	87072759	5418990	March 6, 2018	Software Technology, LLC