

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630170

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ClaimVantage Corporation Limited		03/05/2021	Corporation: IRELAND
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Collateral Agent		
Street Address:	150 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3810566	CLAIMVANTAGE	
Registration Number:	5400658	CLAIMFIRST	
Registration Number:	5400652	CLAIMVANTAGE	
Registration Number:	5406200	ABSENCEDIRECT	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			
Phone:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	053644-0258		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	03/05/2021		
Total Attachments: 6			
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of March 5, 2021 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of GOLUB CAPITAL MARKETS LLC (“**Golub**”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 21, 2020 (as amended by that certain First Incremental Amendment to Credit Agreement, dated as of January 7, 2021, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among (i) MAGIC INTERMEDIATE, LLC, a Delaware limited liability company (“**Parent**”), (ii) MAGIC MERGER SUB, INC., a Delaware corporation (the “**Merger Sub**”) immediately prior to the consummation of the Acquisition (as defined therein) as the Borrower (as defined therein), (iii) MAJESCO, a California corporation (the “**Company**”) upon and after the consummation of the Acquisition, as the Borrower, (iv) the other guarantors from time to time signatory thereto, (v) the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”) and (vi) Golub, as administrative agent for the Lenders (together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”) and as Collateral Agent (together with the Administrative Agent, collectively, the “**Agents**” and each an “**Agent**”), the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Irish law-governed Security Deed, dated as of March 5, 2021, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Deed**”);

WHEREAS, pursuant to the Security Deed, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and to all of the right, title and interest of such Grantor in and to its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Deed and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Deed and used herein shall have the meanings given to them in the Credit Agreement or the Security Deed, as applicable.

“**Trademarks**” shall mean (a) all trademarks, trade names, corporate names, service marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A hereto, (b) the right to obtain all renewals thereof, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, (d) the goodwill of each Grantor’s business symbolized by the foregoing or connected therewith, and (e) all of each Grantor’s rights corresponding to any of the foregoing throughout the world.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants, pledges and collaterally assigns a security interest in all of such Grantor’s right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, together with all common-law rights related thereto, the right to obtain all renewals thereof, all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, the goodwill of such Grantor’s business symbolized by the foregoing or connected therewith, and all of such Grantor’s rights corresponding to any of the foregoing throughout the world (collectively, the “**Trademark Collateral**”), to the Collateral Agent, for the benefit of the Secured Parties, to secure prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Obligations. For the avoidance of doubt, pursuant to the Security Deed, it is acknowledged and agreed that the Trademark Collateral shall not include any “intent-to-use” application for a Trademark registration prior to the filing of a “statement of use” or an “amendment to allege use” with respect thereto, to the extent, if any, and solely during the period, if any, in which the grant of security interest therein would imperil the validity or enforceability of any registration issuing from such intent-to-use application under applicable Federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Deed and is expressly subject to the terms and conditions thereof. The Security Deed (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect

to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Deed, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Deed, the terms of the Security Deed shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Irish Limitations. This Agreement does not apply to any liability to the extent that it would result in this Agreement: (a) constituting unlawful financial assistance within the meaning of section 82 (Financial assistance for acquisition of shares) of the Companies Act 2014 of Ireland; or (b) being prohibited under section 239 (Prohibition of loans, etc., to directors and connected persons) of the Companies Act 2014 of Ireland.

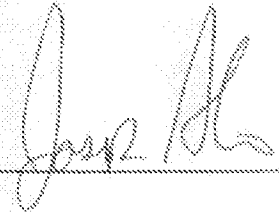
SECTION 7. Perfection. The Grantor hereby irrevocably and unconditionally authorizes the Collateral Agent and each legal advisor appointed by the Collateral Agent to do, at the cost and expense of the Grantor, all acts and sign on behalf of the Grantor all required documents and forms (whether physical or in electronic format) as the Collateral Agent and/or such advisor may consider necessary or desirable to procure compliance with the procedure under section 409(3) or 409(4) of the Companies Act 2014 of Ireland. For the avoidance of doubt, this Section 7 permits the Collateral Agent or its legal adviser including their e-mail address in any form filed under section 409 of the Companies Act 2014 of Ireland for the purposes of receiving a certificate of registration of a charge from the Irish Companies Registration Office.


SECTION 8. Effectiveness of Facsimile Documents and Signatures. Section 13.02(b) of the Credit Agreement is hereby incorporated by reference, mutatis mutandis.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of and as the deed of CLAIMVANTAGE CORPORATION LIMITED by its lawfully appointed attorney in the presence of:





Witness' Signature

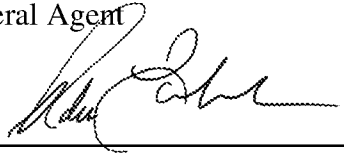
14923 Cleveland
Aiken Park, IN 46101 USA

Witness' Address

SECRETARY

Witness' Occupation

**GOLUB CAPITAL MARKETS LLC, as
Collateral Agent**

By: 
Name: Robert G. Tuchscherer
Title: Senior Managing Director

SCHEDULE A

Trademark Registrations and Applications

Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date
ClaimVantage Corporation Limited	ClaimVantage	77868968	11/10/2009	3810566	6/29/2010
ClaimVantage Corporation Limited	ClaimFirst	87521606	7/10/2017	5400658	2/13/2018
ClaimVantage Corporation Limited	ClaimVantage	87521324	7/10/2017	5400652	2/13/2018
ClaimVantage Corporation Limited	AbsenceDirect	87521682	7/10/2017	5406200	2/20/2018