

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632866

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BQE SOFTWARE, INC.		03/18/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Administrative Agent and Collateral Agent		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5315049	O	
Registration Number:	5315048	BQE	
Registration Number:	4609389	ARCHIOFFICE	
Registration Number:	4711908	BILLQUICK	
Registration Number:	4605440	BQE	
Registration Number:	5367650	CORE POWERED BY BQE	
Registration Number:	3359256	ENGINEEROFFICE	
Registration Number:	4898092	POWER UP YOUR BUSINESS	
Registration Number:	4898093	POWER UP YOUR PRACTICE	
Registration Number:	5505864	POWERED BY BQE	
Registration Number:	5961861	YOUR BUSINESS OPERATING SYSTEM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL Inc.		

OP \$290.00 5315049

TRADEMARK

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1342516 TM

NAME OF SUBMITTER: Alicia Vellante

SIGNATURE: /Alicia Vellante/

DATE SIGNED: 03/18/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 18, 2021, by and between **BQE SOFTWARE, INC.**, a California corporation (“*Borrower*” or “*Grantor*”) and **SILICON VALLEY BANK**, as administrative agent and collateral agent for the Lenders (in such capacities, the “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of March 18, 2021, by and among Borrower, BQE Intermediate, LLC, a Delaware limited liability company (“*Holdings*”), the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Administrative Agent and SVB and the Issuing Lender and the Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Grantor, BQE Blocker and Holdings have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that each of the Grantors, BQE Blocker and Holdings shall grant to Administrative Agent a security interest in certain Copyrights, Copyright Licenses Trademarks, Trademark Licenses, Patents and Patent Licenses (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of each Grantor, BQE Blocker and Holdings under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, each Grantor, BQE Blocker and Holdings have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of each Grantor’s, BQE Blocker’s and Holdings’ right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, each Grantor grants and pledges to Administrative Agent a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAW (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

BQE SOFTWARE, INC.

By: 
Name: Shafat Qazi
Title: Chief Executive Officer and President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007224 FRAME: 0926

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: Jonathan Wolfert
Name: Jonathan Wolfert
Title: Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007224 FRAME: 0927

EXHIBIT A
COPYRIGHTS

Registered Copyrights

<i>Current Owner of Record</i>	<i>Work of Authorship</i>	<i>Jurisdiction</i>	<i>Registration No.</i>	<i>Registration Date</i>
OrangeLoft, LLC ¹	ArchiOffice	U.S.	TX0006218678	9/14/2005

Pending Copyright Applications: None.

Copyright Licenses: None.

¹ To be assigned post-closing.

EXHIBIT B

PATENTS

Issued Patents: None.

Pending Patent Applications: None.

Patent Licenses: None.

EXHIBIT C

TRADEMARKS

Registered Trademarks

<i>Registered Owner</i>	<i>Mark</i>	<i>Jurisdiction</i>	<i>Registration No.</i>	<i>Registration Date</i>
BQE Software, Inc.		IR/Madrid	1369194	5/2/2017
BQE Software, Inc.		IR/Madrid	1368813	5/2/2017
BQE Software, Inc.	POWERED BY BQE	IR/Madrid	1375302	5/2/2017
BQE Software, Inc.	YOUR BUSINESS OPERATING SYSTEM	IR/Madrid	1375303	5/2/2017
BQE Software, Inc.		U.S.	5315049	10/24/2017
BQE Software, Inc.		U.S.	5315048	10/24/2017
BQE Software, Inc.	ARCHIOFFICE	U.S.	4609389	9/23/2014
BQE Software, Inc.	BillQuick	U.S.	4711908	3/31/2015
BQE Software, Inc.	BQE	U.S.	4605440	9/16/2014
BQE Software, Inc.	CORE POWERED BY BQE	U.S.	5367650	1/2/2018
BQE Software, Inc.	EngineerOffice	U.S.	3359256	12/25/2007

BQE Software, Inc.	POWER UP YOUR BUSINESS	U.S.	4898092	2/9/2016
BQE Software, Inc.	POWER UP YOUR PRACTICE	U.S.	4898093	2/9/2016
BQE Software, Inc.	POWERED BY BQE	U.S.	5505864	7/3/2018
BQE Software, Inc.	YOUR BUSINESS OPERATING SYSTEM	U.S.	5961861	1/14/2020
BQE Software, Inc.		Australia	1368813	5/2/2017
BQE Software, Inc.		Australia	1369194	5/2/2017
BQE Software, Inc.		New Zealand	1369194	5/2/2017
BQE Software, Inc.	YOUR BUSINESS OPERATING SYSTEM	New Zealand	1375303	5/2/2017
BQE Software, Inc.	POWERED BY BQE	New Zealand	1375302	5/2/2017
BQE Software, Inc.		New Zealand	1368813	5/2/2017

Pending Trademark Applications: None.

Trademark Licenses: None.