

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Certent, Inc.		04/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC		
Street Address:	100 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Financial Institution: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4521777	CAPCONTROLS	
Registration Number:	4680588	CAPCONTROLS	
Registration Number:	5073847	CERTENT	
Registration Number:	4437030	COMPLIANCE WITH CONFIDENCE	
Registration Number:	4947491	COMPLIANCE WITH CONFIDENCE	
Registration Number:	4421888	DRAGON VIEW	
Registration Number:	3088692	RIVET	
Serial Number:	90242072	CERTENT 365	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1350706 TM		
NAME OF SUBMITTER:	Clarissa Macias Martinez		

OP \$215.00 4521777

SIGNATURE:	/Clarissa Macias Martinez/
DATE SIGNED:	04/02/2021
Total Attachments: 5 source=[FILING] Global Software (Certent Joinder) - Trademark Security Agreement [Execution Version]#page2.tif source=[FILING] Global Software (Certent Joinder) - Trademark Security Agreement [Execution Version]#page3.tif source=[FILING] Global Software (Certent Joinder) - Trademark Security Agreement [Execution Version]#page4.tif source=[FILING] Global Software (Certent Joinder) - Trademark Security Agreement [Execution Version]#page5.tif source=[FILING] Global Software (Certent Joinder) - Trademark Security Agreement [Execution Version]#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of April 1, 2021 (this “Trademark Security Agreement”), is made by the Pledgor that is a signatory hereto, in favor of Golub Capital LLC, in its capacity as collateral agent for the secured parties (in such capacity, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of May 25, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among GS AcquisitionCo, Inc., a Delaware corporation (the “Borrower”), GS Intermediate, Inc., a Delaware corporation (“Holdings”), the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

- (a) all Trademarks of the Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

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 the Pledgor 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, the terms and provisions of which are incorporated by reference herein 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 Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately

terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by the Pledgor, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Remainder of this page intentionally left blank]

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

PLEDGOR:

CERTENT, INC.,
a Delaware corporation


DocuSigned by:
By: 
Name: James A. Triandiflou
Title: President

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:


GOLUB CAPITAL LLC
as Collateral Agent

By: _____


Name: Robert G. Tüchscherer
Title: Senior Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Trademark	Reg. and App. Nos.	Reg. and App. Dates	Owner
US Federal	<u>CAPCONTROLS</u>	RN: 4521777 SN: 86070609	Filed: September 20, 2013 Registered: April 29, 2014	Certent, Inc.
US Federal	<u>CAPCONTROLS and</u> 	RN: 4680588 SN: 86070631	Filed: September 20, 2013 Registered: February 3, 2015	Certent, Inc.
US Federal	<u>CERTENT</u>	RN: 5073847 SN: 86468848	Filed: December 2, 2014 Registered: November 1, 2016	Certent, Inc.
US Federal	<u>CERTENT 365</u>	SN: 90242072	Filed: October 8, 2020	Certent, Inc.
US Federal	<u>COMPLIANCE</u> <u>WITH CONFIDENCE</u>	RN: 4437030 SN: 85465599	Filed: November 7, 2011 Registered: November 19, 2013	Certent, Inc.
US Federal	<u>COMPLIANCE</u> <u>WITH CONFIDENCE</u>	RN: 4947491 SN: 86517730	Filed: January 29, 2015 Registered: April 26, 2016	Certent, Inc.
US Federal	<u>DRAGON VIEW</u>	RN: 4421888 SN: 85882454	Filed: March 21, 2013 Registered: October 22, 2013	Certent, Inc.
US Federal	<u>RIVET</u>	RN: 3088692 SN: 78476607	Filed: August 31, 2004 Registered: May 2, 2006 Last Renewal: May 2, 2016	Certent, Inc.
Canada	<u>CROSSFIRE</u>	RN: TMA777990 AN: 1423761	Filed: December 30, 2008 Registered: September 23, 2010	Certent, Inc.,