

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM643705

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ungerboeck Systems International, LLC		04/30/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTARES CAPITAL LP, as Collateral Agent		
<b>Street Address:</b>	500 West Monroe		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5062085	UNGERBOECK SOFTWARE	
<b>Registration Number:</b>	4888133	USI UNGERBOECK SOFTWARE INTERNATIONAL	
<b>Registration Number:</b>	4888132	USI UNGERBOECK SOFTWARE INTERNATIONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1365866		
<b>NAME OF SUBMITTER:</b>	Christian Craft		
<b>SIGNATURE:</b>	/Christian Craft/		
<b>DATE SIGNED:</b>	04/30/2021		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of **ANTARES CAPITAL LP**, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of April 30, 2021 (as the same may be amended, restated, amended and restated, extended, refinanced, supplemented and/or modified from time to time, the “Credit Agreement”), by and among **UB INTERMEDIATE II, LLC**, a Delaware limited liability company (“Holdings”), **UNGERBOECK SYSTEMS INTERNATIONAL, LLC**, a Delaware limited liability company (the “Borrower”), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto, and **ANTARES CAPITAL LP**, as administrative agent, collateral agent, and sole lead arranger, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is a party to that certain Pledge and Security Agreement of even date herewith in favor of Collateral Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) pursuant to which each such Grantor is required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its United States Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any such Trademark, including those referred to on Schedule 1 hereto, but excluding any “intent to use” Trademarks;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. The words "execution," "signed," "signature," "delivery," and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

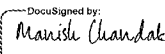
Section 6. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

**UNGERBOECK SYSTEMS INTERNATIONAL, LLC**

as Grantor


By:   
Name: Manish Chandak  
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007277 FRAME: 0113**

ACCEPTED AND AGREED  
as of the date first above written:







**ANTARES CAPITAL LP,**  
as Collateral Agent

By:   
Name: Michael Falcon  
Title: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

<u>Loan Party</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Ungerboeck Systems International, LLC	UNGERBOECK SOFTWARE	5062085	10/18/2016
Ungerboeck Systems International, LLC		4888133	1/19/2016
Ungerboeck Systems International, LLC		4888132	1/19/2016
Ungerboeck Systems International, LLC		14506381	1/11/2016
Ungerboeck Systems International, LLC	UNGERBOECK SOFTWARE	14503891	12/24/2015
Ungerboeck Systems International, LLC		14506356	12/24/2015
Ungerboeck Systems International, LLC	UNGERBOECK SOFTWARE	17961165	11/7/2016
Ungerboeck Systems International, LLC	UNGERBOECK SOFTWARE	17961166	11/7/2016
Ungerboeck Systems International, LLC		17765733	10/14/2016
Ungerboeck Systems International, LLC		17765734	10/14/2016

TRADEMARK APPLICATIONS

None

IP LICENSES

None