

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM644638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADVANCED AV, LLC		04/30/2021	Limited Liability Company: DELAWARE
FLEXMANAGE INC.		04/30/2021	Corporation: ILLINOIS
GLOBAL CONVERGENCE, INC.		04/30/2021	Corporation: FLORIDA
COMM-WORKS, LLC		04/30/2021	Limited Liability Company: DELAWARE
COMM-WORKS/FORTRAN, LLC		04/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS INVESTMENT PARTNERS, LLC, as Agent		
Street Address:	40 West 57th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4994404	SUPPORTWORKS	
Registration Number:	5101107	COMMWORKS	
Registration Number:	2918953	WEB-WORKS	
Registration Number:	2802207	COMM-WORKS	
Registration Number:	2802206	COMM-WORKS	
Registration Number:	2802060	COMM-WORKS	
Registration Number:	2354591	COMM-WORKS	
Registration Number:	6012597	GLOBAL CONVERGENCE, INC.	
Registration Number:	5508877	NEW ERA	
Registration Number:	5514088	NEW ERA	
Registration Number:	4474847	ADVANCED ADVANTAGE	
Registration Number:	4136529	FLEXMANAGE	
TRADEMARK			

CH \$340.00 4994404

Property Type	Number	Word Mark
Registration Number:	2192970	SITEMAN

CORRESPONDENCE DATA

Fax Number: 2125305219
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: 2125305243
Email: dcip@milbank.com, ehyla@milbank.com
Correspondent Name: Eric Hyla, Esq.
Address Line 1: 55 Hudson Yards
Address Line 2: Milbank, LLP
Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	34408.00054
NAME OF SUBMITTER:	Eric Hyla
SIGNATURE:	/Eric Hyla/
DATE SIGNED:	05/06/2021

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated as of April 30, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of HPS INVESTMENT PARTNERS, LLC, as administrative agent and collateral agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, NEW ERA MIDCO, INC., a Delaware corporation (“Holdings”), NEW ERA TECHNOLOGY, INC., a Delaware corporation (the “Borrower”), the other Credit Parties party thereto, Agent and each Lender from time to time party thereto have entered into the Credit Agreement, dated as of April 30, 2021 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”): (i) the registered Trademarks (as defined in the Security Agreement) and Trademarks including those for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance 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, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law) and (ii) the registered Copyrights (as defined in the Security Agreement) including those in the United States Copyright Office set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of

the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and United States Copyright Office. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ADVANCED AV, LLC
FLEXMANAGE INC.
GLOBAL CONVERGENCE, INC.
COMM-WORKS, LLC
COMM-WORKS/FORTTRAN, LLC
each as a Grantor

By: _____

Name: Scott Reilly

Title: Chief Financial Officer

HPS INVESTMENT PARTNERS, LLC,
as Agent

By: _____
Name:
Title:

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Reg. Number	Serial Number	Registration Date	Word or Design Mark	Owner Name	Status
4994404	86593715	7/5/16	SUPPORTWORKS	Comm-Works, LLC	Registered
5101107	86593707	12/13/16	COMMWORKS	Comm-Works, LLC	Registered
2918953	78308045	1/18/05	WEB-WORKS	Comm-Works, LLC	Registered
2802207	76514260	1/6/04		Comm-Works, LLC	Registered
2802206	76513235	1/6/04	COMM-WORKS	Comm-Works, LLC	Registered
2802060	76487235	1/6/04	COMM-WORKS	Comm-Works, LLC	Registered
2354591	75527323	6/6/00	Comm-Works, LLC	Comm-Works, LLC	Registered
6012597	88558482	3/17/20		GLOBAL CONVERGENCE, INC.	Registered
5461371	79191505	5/8/18	LEGALHIVE	FLEXMANAGE INC.	Registered
5508877	86671526	7/3/2018	NEW ERA	ADVANCED AV, LLC	Registered
5514088	86671543	7/10/2018	NEW ERA 	ADVANCED AV, LLC	Registered
4474847	85961567	1/28/2014	ADVANCED ADVANTAGE	ADVANCED AV, LLC	Registered
4136529	85225812	5/1/2012	FLEXMANAGE.	FLEXMANAGE INC.	Registered
2192970	75056996	10/6/1998	SITEMAN	COMM-WORKS/FORTRAN, LLC	Registered

United States Copyright Registrations

Registration No.	Title	Owner/Grantor	Reg. Date
TX0005036566	Comm-Works Work Order System	Comm-Works, LLC	Aug. 24, 1999