

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apttus Corporation		05/06/2021	Corporation: DELAWARE
AppExtremes, LLC		05/06/2021	Limited Liability Company: DELAWARE
Apptex Corporation		05/06/2021	Corporation: DELAWARE
Octiv, Inc.		05/06/2021	Corporation: INDIANA
Orchestrate, LLC		05/06/2021	Limited Liability Company: IOWA
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	5917057	AI ANALYZE	
Registration Number:	5906914	CONGA COLLABORATE	
Registration Number:	5881685	DIGITAL DOCUMENT TRANSFORMATION	
Registration Number:	5806260	CONGA TRIGGER	
Registration Number:	5906915	CONGA BATCH	
Registration Number:	5906916	CONGA AI	
Registration Number:	5906881	CONGA	
Registration Number:	5906882	CONGA	
Registration Number:	5906883	CONGA COMPOSER	
Registration Number:	5906884	CONGA GRID	
Registration Number:	5812215	CONGA ORCHESTRATE	
Registration Number:	5812216	CONGA CONNECT	
Registration Number:	5667451	CONGA SIGN	
Registration Number:	5449786	TRUE-UP	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5146497	OCTIV
Registration Number:	5146498	OCTIV
Registration Number:	5252166	HARMONY
Registration Number:	5272293	MAESTRO
Registration Number:	4407009	CONGA
Registration Number:	4312850	CONGA CONDUCTOR
Registration Number:	4131930	PROCESSCOMPOSER
Registration Number:	3810101	CONGA MAIL MERGE
Registration Number:	3685661	CONGA MERGE
Registration Number:	3685662	CONGA COURIER
Registration Number:	6088262	CONGA AI ANALYZE
Registration Number:	4781572	APTTUS
Registration Number:	5307077	X-AUTHOR

CORRESPONDENCE DATA

Fax Number:

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1111779-3056-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	05/06/2021

Total Attachments: 8

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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 May 6, 2021, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Deutsche Bank AG New York Branch, as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to that certain (i) Credit Agreement, dated as of May 6, 2021 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), among Aptus Corporation, a Delaware corporation (the “Borrower”), Project Everest Holdings, LLC, a Delaware limited liability company (“Holdings”), each lender and financial institution from time to time party thereto and Deutsche Bank AG New York Branch, as Administrative Agent and Collateral Agent, and (ii) Security Agreement, dated as of dated as of May 6, 2021 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

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

A. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “Patents”);

b. all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

c. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

d. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

e. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). 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 that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

E. 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, the Collateral Agent with respect to the 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.

F. Governing Law; Jurisdiction. SECTION 10.15 (GOVERNING LAW; JURISDICTION), SECTION 10.16 (SERVICE OF PROCESS) AND SECTION 10.17 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow]

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

APTFUS CORPORATION

By: 
Name: Robert Pinkerton Title:
Chief Financial Officer

APPEXTREMES, LLC

By: 
Name: Robert Pinkerton Title:
Chief Financial Officer

APTTEX CORPORATION

By: 
Name: Robert Pinkerton Title:
Chief Financial Officer


OCTIV, INC.

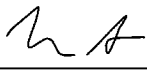
By: 
Name: Robert Pinkerton Title:
Chief Financial Officer

ORCHESTRATE, LLC

By: 
Name: Robert Pinkerton Title:
Chief Financial Officer

**DEUTSCHE BANK AG NEW YORK BRANCH, as
Collateral Agent**

By: 
Name: Philip Tanorra
Title: Vice President
philip.tanorra@db.com
212-250-6576

By: 
Name: Michael Strobel
Title: Vice President
michael-p.strobel@db.com
212-250-0939

SCHEDULE A

PATENTS

Registered Patents:

Title	Patent Number	Issue Date	Owner
Linking structured database management systems with document creation and word processing tools	9,747,562	29-Aug-2017	Apttex Corporation
Reconciling smart fields	9,229,919	05-Jan-2016	Apttex Corporation
Document-based user interfaces controlled and managed by a system	9,904,905	27-Feb-2018	Apttex Corporation
Creating a spreadsheet template for generating an end user spreadsheet with dynamic cell dimensions retrieved from a remote application	10,067,928	04-Sep-2018	Apttex Corporation
Method for building a spreadsheet template with dynamic data transfer capabilities to a remote application	10,073,824	11-Sep-2018	Apttex Corporation
Spreadsheet with dynamic cell dimensions generated by a spreadsheet template based on remote application values	9,672,200	06-Jun-2017	Apttex Corporation
Social media integration and collaboration tools in system for linking structured database management systems with document creation and word processing tools	10,146,742	04-Dec-2018	Apttex Corporation
Social media integration and collaboration tools in system for linking structured database management systems with document creation and word processing tools	10,482,160	19-Nov-2019	Apttex Corporation
Dynamically transferring data from a spreadsheet to a remote application	10,366,156	30-Jul-2019	Apttex Corporation
“Real-Time and Computationally Efficient Prediction of Values for a Quote Variable in a Pricing Application”	10,521,491	31-Dec-2019	Apttus Corporation
Augmented and virtual reality quote-to-cash system	10,621,640	14-Apr-2020	Apttus Corporation
System, Method, and Computer Program for Deploying a Prepackaged Analytic Intelligence Module for a Quote-To-Cash Application While Protecting the Privacy of Customer Data	10,783,575	22-Sept-2020	Apttus Corporation

Patent Applications:

Title	Application Number	Application Date	Owner
Systems and methods for modifying and reconciling negotiated documents.	15/826,026	29-Nov-2017	AppExtremes, LLC
Systems and methods for dynamic assignment, monitoring and management of discrete tasks.	16/733,963	03-Jan-2020	AppExtremes, LLC
[Unpublished/Redacted]	14/958,807	03-Dec-2015	Apttex Corporation
Managing structured data fields within a social media channel	13/705,191	05-Dec-2012	Apttex Corporation
Quote-To-Cash Intelligent Software Agent	15/484,594	11-Apr-2017	Apttus Corporation
Document-based user interfaces controlled and managed by a system	15/873,793	17-Jan-2018	Apttex Corporation
Creating a spreadsheet template for generating an end user spreadsheet with dynamic cell dimensions retrieved from a remote application	16/057,631	07-Aug-2018	Apttex Corporation
Method for building a spreadsheet template with dynamic data transfer capabilities to a remote application	16/059,602	09-Aug-2018	Apttex Corporation
Real-time and computationally efficient prediction of values for a quote variable in a pricing application.	16/670,058	31-Oct-2019	Apttus Corporation
[Unpublished/Redacted]	16/781,940	04-Feb-2020	Apttus Corporation
[Unpublished/Redacted]	16/839,816	03-Apr-2020	Apttus Corporation
Systems and methods for requesting, tracking and reporting modifications to a record.	16/137,193	20-Sept-2018	AppExtremes, LLC

SCHEDULE B

TRADEMARKS

Registered Trademarks:

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
AI ANALYZE	88390478	17-Apr-19	5917057	19-Nov-19	AppExtremes, LLC
CONGA COLLABORATE	88243114	27-Dec-18	5906914	12-Nov-19	AppExtremes, LLC
DIGITAL DOCUMENT TRANSFORMATION	88243117	27-Dec-18	5881685	8-Oct-19	AppExtremes, LLC
CONGA TRIGGER	88243118	27-Dec-18	5806260	16-Jul-19	AppExtremes, LLC
CONGA BATCH	88243119	27-Dec-18	5906915	12-Nov-19	AppExtremes, LLC
CONGA AI	88243123	27-Dec-18	5906916	12-Nov-19	AppExtremes, LLC
CONGA Stylized	88233070	18-Dec-18	5906881	12-Nov-19	AppExtremes, LLC
CONGA Design	88233074	18-Dec-18	5906882	12-Nov-19	AppExtremes, LLC
CONGA COMPOSER	88233076	18-Dec-18	5906883	12-Nov-19	AppExtremes, LLC
CONGA GRID	88233081	18-Dec-18	5906884	12-Nov-19	AppExtremes, LLC
CONGA ORCHESTRATE	88233083	18-Dec-18	5812215	23-Jul-19	AppExtremes, LLC
CONGA CONNECT	88233085	18-Dec-18	5812216	23-Jul-19	AppExtremes, LLC
CONGA SIGN	87749041	9-Jan-18	5667451	29-Jan-19	AppExtremes, LLC
TRUE-UP	87367039	10-Mar-17	5449786	17-Apr-18	AppExtremes, LLC
OCTIV	87106812	18-Jul-16	5146497	21-Feb-17	Octiv, Inc.
OCTIV Design	87106822	18-Jul-16	5146498	21-Feb-17	Octiv, Inc.
HARMONY Stylized	87030987	10-May-16	5252166	25-Jul-17	Orchestrate, LLC
MAESTRO Design	87031231	10-May-16	5272293	22-Aug-17	Orchestrate, LLC
CONGA	85855188	20-Feb-13	4407009	24-Sep-13	AppExtremes,

					LLC
CONGA CONDUCTOR	85698812	8-Aug-12	4312850	2-Apr-13	AppExtremes, LLC
PROCESSCOMPOSER	85408056	26-Aug-11	4131930	24-Apr-12	Orchestrate, LLC
CONGA MAIL MERGE	77862093	31-Oct-09	3810101	29-Jun-10	AppExtremes, LLC
CONGA MERGE	77681665	2-Mar-09	3685661	22-Sep-09	AppExtremes, LLC
CONGA COURIER	77681672	2-Mar-09	3685662	22-Sep-09	AppExtremes, LLC
CONGA AI ANALYZE	88243125	27-Dec-18	6088262	30-Jun-2020	AppExtremes, LLC
APTTUS	86470741	03-Dec-14	4781572	28-July-15	Apttus Corporation
X-AUTHOR	86723912	13-Aug-15	5307077	10-Oct-17	Apttus Corporation