

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REDWOOD SOFTWARE, INC.		05/06/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE		
Internal Address:	SUITE 300		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5295686	ROBOPARTS	
Registration Number:	5298384	CYBERSHORING	
Registration Number:	5071774	ROBOSPHERE	
Registration Number:	5016774	ROBOFINANCE	
Registration Number:	4977600	ROBOCLOSE	
Registration Number:	4953919	EPA	
Registration Number:	4805604	ENTERPRISE PROCESS AUTOMATION	
Registration Number:	4254777	RUNMYJOBS	
Registration Number:	2617178	REDWOOD CRONACLE	
Registration Number:	3047181	REPORT2WEB	
Serial Number:	90369459	AUTOMATE TO BE HUMAN	
Serial Number:	88215129	REDWOOD	
Serial Number:	88215147	REDWOOD	
Serial Number:	87665268	REDWOOD ROBOTICS '	
Serial Number:	87665400	REDWOOD ROBOTICS	
CORRESPONDENCE DATA			
Fax Number:	3105572193		

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TRADEMARK

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: 310-557-2900
Email: KLATHROP@PROSKAUER.COM
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11964.358
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	05/21/2021

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 6, 2021 (this “**Agreement**”), is made by each of the signatories hereto indicated as a “Grantor” (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of MIDCAP FINANCIAL TRUST, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Agent**”).

WHEREAS, the Grantors entered into a Pledge and Security Agreement dated as of May 4, 2021 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office or any non-U.S. counterpart of the foregoing.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

Section 2.1 Grant of Security.

Each Grantor hereby grants and pledges to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all in, to and under all Collateral that consists of Trademarks as further specified under Security Agreement, including the registrations and applications listed on Schedule A attached hereto.

Section 2.2 Certain Limited Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted and pledged under Section 2.1 hereof attach to (a) any “intent-to-use” trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law, or (b) any other Excluded Assets.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and each

Grantor hereby acknowledges and affirms that the rights and remedies of the 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation

Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law, Etc.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTIONS 10.15 (CONSENT TO JURISDICTION) AND 10.16 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.

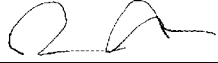
SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

REDWOOD SOFTWARE, INC.

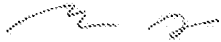
By: 
Name: Dominic Ang
Title: President and CFO

Accepted and Agreed:

MIDCAP FINANCIAL TRUST, as Collateral Agent

By: Apollo Capital Management L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By:  _____

Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration #</u>	<u>Serial #</u>	<u>Status</u>	<u>Registration Date;</u> <u>Publication Date;</u> <u>Application Date;</u>	<u>Jurisdiction</u>
ROBOPARTS	5295686	87332208	Live	9/26/2017; 6/11/2017; 2/17/2017	U.S.
CYBERSHORING	5298384	86898226	Live	9/26/2017; 6/15/2017; 2/4/2016	U.S.
ROBOSPHERE	5071774	86889016	Live	11/1/2017; 5/10/2017; 1/27/2016	U.S.
ROBOFINANCE	5016774	86841586	Live	8/9/2016; 5/24/2016; 12/7/2015	U.S.
ROBOCLOSE	4977600	86797622	Live	6/14/2016; 3/29/2016; 10/23/2015	U.S.
EPA	4953919	86571643	Live	5/10/2016; 2/23/2016; 3/20/2015	U.S.
ENTERPRISE PROCESS AUTOMATION	4805604	86000631	Live	9/1/2015; 10/24/2014; 7/2/2013	U.S.
RUNMYJOBS	4254777	85364652	Live	12/4/2012; 6/12/2012; 7/6/2011	U.S.
REDWOOD CRONACLE	2617178	76205289	Live	9/10/2002; 6/18/2002; 2/1/2001	U.S.
REPORT2WEB	3047181	75821687	Live	1/24/2006; 11/1/2005; 10/12/1999	U.S.

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application #</u>	<u>Application Date</u>	<u>Jurisdiction</u>
AUTOMATE TO BE HUMAN	90369459	12/9/2020	U.S.
REDWOOD	88215129	12/3/2018	U.S.
REDWOOD	88215147	12/3/2018	U.S.
REDWOOD ROBOTICS	87665268	10/30/2017	U.S.
REDWOOD ROBOTICS	87665268	10/30/2017	U.S.
REDWOOD ROBOTICS	87665400	10/30/2017	U.S.