

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHERWELL SOFTWARE, LLC		05/13/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as collateral agent		
Street Address:	1300 Thames Street, 4th floor		
Internal Address:	Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4932202	CHERWELL	
Registration Number:	5722496	MAPP	
Registration Number:	3981414	CHERWELL SERVICE MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	2138924738		
<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:	424-386-4328		
Email:	dcip@milbank.com, marnold@milbank.com		
Correspondent Name:	Monica Arnold, Esq.		
Address Line 1:	2029 Century Park East, 33rd Floor		
Address Line 2:	Milbank, LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	27280.00108		
NAME OF SUBMITTER:	Monica Arnold		
SIGNATURE:	/s/ Monica Arnold /s/		
DATE SIGNED:	05/21/2021		

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Total Attachments: 5

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FIRST LIEN INTELLECTUAL PROPERTY AGREEMENT SUPPLEMENT

This **FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this "IP Security Agreement Supplement") dated May 13, 2021, is made by the Person listed on the signature page hereof (the "Grantor") in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Ivanti Software, Inc., a Delaware corporation (the "Borrower") and Ivanti Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings") have entered into the First Lien Credit Agreement dated as of December 1, 2020 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), with the lenders and financial institutions from time to time party thereto and Morgan Stanley Senior Funding, Inc., as Administrative Agent, Collateral Agent and an L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantors have executed and delivered or otherwise become bound by that certain First Lien Security Agreement dated December 1, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain First Lien Intellectual Property Security Agreement dated December 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Security Agreement, each Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of such Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement 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, the Grantor agrees as follows:

A. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "Additional Collateral"):

a. the patents and patent applications set forth in Schedule A hereto (the "Patent Collateral");

b. the trademark and service mark registrations and applications 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 “Trademark Collateral”);

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 Additional Collateral or arising from any of the foregoing; provided that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (e), the security interest created hereby shall not extend to, and the term “Additional Collateral” shall not include any Excluded Property.

B. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

C. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the 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 Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the 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, reorganization or similar proceeding involving a Loan Party.

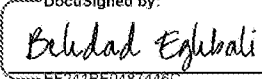
D. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable officer record this IP Security Agreement Supplement.

E. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Additional 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 Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

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

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

CHERWELL SOFTWARE, LLC

DocuSigned by:
By: 
Name: Behdad Eghbali
Title: President

SCHEDULE A

1. U.S. Trademark Registrations and Applications

No.	Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Class	Status	Current Owner of Record
1.	CHERWELL	USA	86739128 Aug. 27, 2015	4932202 Apr. 05, 2016	9 41 42	Registered	Cherwell Software, LLC
2.	MAPP	USA	85818628 Jan. 09, 2013	5722496 Apr. 09, 2019	9 35 42	Registered	Cherwell Software, LLC
3.	CHERWELL SERVICE MANAGEMENT Design 	USA	85177008 Nov. 15, 2010	3981414 Jun. 21, 2011	9	Registered	Cherwell Software, LLC

2. U.S. Patents and Patent Applications

No.	Title	Jurisdiction	Application No./ Filing Date	Patent No./ Issue Date	Status	Inventors	Current Owner of Record
1.	Systems and methods for merging metadata-based applications.	USA	14213994 14-Mar-2014	9612825 04-Apr-2017	Granted	Arlen Sander Feldman, Vance Franklin Brown	Cherwell Software, LLC
2.	Systems and Methods for Providing Globalization Features in a Service Management Application Interface.	USA	16101117 10-Aug-2018	10922106 16-Feb-2021	Granted	Adrian DeKlerk, Bryan Carey, Arlen Sander Feldman	Cherwell Software, LLC

3. U.S. Copyright Registrations - None