

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649388

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABSORB SOFTWARE INC.		05/25/2021	Corporation: ALBERTA
Absorb Software North America, LLC		05/25/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Administrative Agent		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5039002	ABSORB	
Registration Number:	6001547	ABSORB LMS	
Registration Number:	6001551	ABSORB INFUSE	
Registration Number:	6006506	MERCURY MODULE	
Registration Number:	6001549	A	
Registration Number:	6001550	A	
Serial Number:	90238709	KOANTIC	
Registration Number:	3389041	ESSENTIAL	
Registration Number:	3335078	ELOGIC LEARNING	
Registration Number:	3820035	E ELOGIC LEARNING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Connecticut Ave., NW, Suite 712		

OP \$265.00 5039002

Address Line 2: COGENY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1379717

NAME OF SUBMITTER: Christian Craft

SIGNATURE: /Christian Craft/

DATE SIGNED: 05/25/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 25, 2021 (this "Agreement"), is made by ABSORB SOFTWARE INC., a Canadian Corporation with a place of business located at Suite 2500, 685 Centre St. S., Calgary, AB T2G 1S5 and Absorb Software North America, LLC (collectively the "Grantors"), a Florida Limited Liability Company with a place of business located at Suite 2500, 685 Centre St. S., Calgary, AB T2G 1S5, in favor of Golub Capital Markets LLC, a Delaware limited liability company with a place of business located at 200 Park Avenue, New York, NY 10166, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Administrative Agent").

WHEREAS, the Grantors entered into a Guarantee and Collateral Agreement, dated as of May 25, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"; capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Collateral Agreement), among the Grantors and each of the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantors granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Collateral 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.

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

SECTION 1. Grant of Security Interest. The Grantors hereby grant to the Agent, for the benefit of the Secured Parties, a security interest in the U.S. federal trademark registrations and applications set forth on Schedule A hereto, including all goodwill associated therewith and symbolized thereby and all proceeds and products thereof and all rights to sue for past, present and future infringements or other violations thereof (collectively, the "Trademark Collateral"). Notwithstanding the foregoing, no Lien or security interest shall be deemed granted on or in any "intent to use" trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Collateral Agreement, and the Grantors hereby acknowledge and affirm 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 Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall control.

Recordation. The Grantors authorize and request that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

Governing Law. This Agreement and the rights and obligations of the parties hereunder and all claims and controversies arising out of the subject matter hereof shall be governed by the laws of the State of New York, without regard to its conflicts of law provisions.

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. Delivery of an executed signature page to this Agreement by facsimile transmission or Adobe “pdf” file shall be as effective as delivery of a manually signed counterpart of this Agreement. The words “execution,” “signed,” “signature,” and words of like import in shall be deemed to include electronic signatures 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.

[Remainder of page intentionally left blank]


IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered as of the date first set forth above.

ABSORB SOFTWARE INC.

By: Michael Owens
Name: Michael J. Owens
Title: President

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered as of the date first set forth above.

**ABSORB SOFTWARE NORTH AMERICA,
LLC**


By: 
Name: Mark Simner
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007305 FRAME: 0264**

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC,
as Administrative Agent




By: 
Name: Robert G. Tuchscherer
Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007305 FRAME: 0265

SCHEDULE A
to
Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Status	Serial Number #	Registration #	Owner	Registration/ Filing Date
ABSORB	Registered	86/677,685	5,039,002	ABSORB SOFTWARE INC.	9/13/2016
ABSORB LMS	Registered	88/565,072	6,001,547	ABSORB SOFTWARE INC.	3/3/2020
ABSORB INFUSE	Registered	88/565,084	6,001,551	ABSORB SOFTWARE INC.	3/3/2020
MERCURY MODULE	Registered	88/565,082	6,006,506	ABSORB SOFTWARE INC.	3/10/2020
	Registered	88/565,077	6,001,549	ABSORB SOFTWARE INC.	3/3/2020
	Registered	88/565,080	6,001,550	ABSORB SOFTWARE INC.	3/3/2020
KOANTIC	Pending	90/238,709		ABSORB SOFTWARE INC.	10/6/2020
ESSENTIAL	Registered	78/954,743	3389041	Absorb Software North America, LLC	02/26/2008 (renewed 04/25/2017)
ELOGIC LEARNING	Registered	78/930,150	3335078	Absorb Software North America, LLC	11/13/2007 (renewed 01/24/2017)
	Registered	77/029,270	3820035	Absorb Software North America, LLC	7/20/2010