

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMPEAT, INC.		06/10/2021	Corporation: TEXAS
DYN365, INC.		06/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC		
Street Address:	200 PARK AVENUE		
Internal Address:	25TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3611243	CTUIT	
Registration Number:	4327966	MYWORKFORCE	
Registration Number:	4557094	ON THE FLY	
Registration Number:	4899317	CTUIT SCHEDULES	
Registration Number:	5498138	C CTUIT	
Registration Number:	4984930	RADAR C	
Registration Number:	5074203	CTUIT	
Registration Number:	4984931	CTUIT	
Registration Number:	5114245	COMPEAT	
Registration Number:	5272582	COMPEAT	
Registration Number:	5244677	RADAR	
Registration Number:	5636028	RESTAURANT PEEPS. TECHNOLOGY GEEKS.	
Registration Number:	5762397	R365	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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>			

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TRADEMARK

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: 38263.037

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 06/10/2021

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of June 10, 2021 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of GOLUB CAPITAL MARKETS LLC (“**Golub Capital**”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among (i) Midco R365 Holdings LLC, a Delaware limited liability company (“**Holdings**”), (ii) Borrower R365 Holdings LLC, a Delaware limited liability company (the “**Borrower**”) and the Subsidiaries of Holdings from time to time party thereto as guarantors, (iii) the lenders from time to time party thereto (each a “**Lender**”, and collectively, the “**Lenders**”), and (vi) Golub Capital, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”) and as the Collateral Agent (together with the Administrative Agent collectively, the “**Agents**” and each an “**Agent**”), the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of the date hereof, in favor of the Collateral Agent (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a valid and continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants, pledges and collaterally assigns a security interest in all of such Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, together with all common-law rights related thereto, the right to obtain all renewals thereof, all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and all of such Grantor's rights corresponding to any of the foregoing throughout the world (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that the Trademark Collateral shall not include any "intent-to-use" application for a Trademark registration prior to the filing of a "statement of use" or an "amendment to allege use" with respect thereto, to the extent, if any, and solely during the period, if any, in which the grant of security interest therein would imperil the validity or enforceability of any registration issuing from such intent-to-use application under applicable Federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. GOVERNING LAW. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.** In addition, the provisions of Sections 7.2, 7.6, 7.7, Error! Reference source not found., 7.11, Error! Reference source not found., and 7.15 of the Security Pledge Agreement are incorporated herein by reference, mutatis mutandis.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

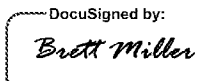
Compeat, Inc.,
a Texas corporation,
as a Grantor

By: 
E870E59471AF478...

Name: Brett Miller

Title: Chief Financial Officer


DYN365, Inc.
a Delaware corporation,
as a Grantor

By: 
E870E59471AF478...

Name: Brett Miller

Title: Chief Financial Officer

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By:  _____

Name: Robert G. Tuchscherer


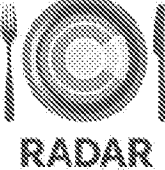

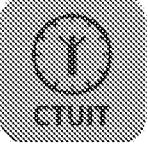
Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007323 FRAME: 0269

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date
Compeat, Inc.	Ctuit	77429356	03-24-08	3611243	04-28-09
Compeat, Inc.	my Workforce	85721399	09-05-12	4327966	04-30-13
Compeat, Inc.	ON THE FLY	85895537	04-04-13	4557094	06-24-14
Compeat, Inc.	CTUIT SCHEDULES	86434455	10-24-14	4899317	02-09-16
Compeat, Inc.		86615893	04-30-15	5498138	6/19/2018
Compeat, Inc.		86616150	04-30-15	4984930	06-21-16
Compeat, Inc.		86616159	04-30-15	5074203	11-01-16
Compeat, Inc.		86616163	04-30-15	4984931	06-21-16

Compeat, Inc.	COMPEAT	87043825	05-19-16	5114245	01-03-17
Compeat, Inc.	compeat	87108671	07-09-16	5272582	08-22-17
Compeat, Inc.	RADAR	87241960	11-18-16	5244677	07-18-17
Compeat, Inc.	Restaurant Peeps. Technology Geeks.	87678078	11-09-17	5636028	12-25-2018
DYN365, Inc.	R365	88153106	10-12-2018	5762397	05-28-2019