

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653179

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arbela Technologies Corporation		06/10/2021	Corporation: CALIFORNIA
Argano, LLC		06/10/2021	Limited Liability Company: TEXAS
interRel Consulting Partners, LTD		06/10/2021	Limited Partnership: TEXAS
Keste, LLC		06/10/2021	Limited Liability Company: TEXAS
United Virtualities Corp		06/10/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Monroe Capital Management Advisors, LLC, as administrative agent
Street Address:	311 South Wacker Drive, Suite 6400
Internal Address:	c/o Monroe Capital LLC, Attention: Matthew Bernstein and Maria Mudra
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	87936810	ARBELA
Serial Number:	90657354	ARGANO
Serial Number:	90657412	ARGANO
Serial Number:	90154052	HYPERION SOLUTIONS CONFERENCE
Serial Number:	90154109	H HYPERION SOLUTIONS CONFERENCE
Serial Number:	90124398	INTERREL
Serial Number:	78875427	KESTE
Serial Number:	78875435	KESTE
Serial Number:	90173140	WEAREUV
Serial Number:	90172390	UV
Serial Number:	90172517	WEAREUV
Serial Number:	88923045	UNITED VIRTUALITIES

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90173123	UV

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.

Email: IPDocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: P.O. BOX 2828

Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	21678802
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	06/10/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is executed by the undersigned (each, a "Grantor") "Grantor") for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the "Administrative Agent"), in connection with a Guaranty and Collateral Agreement dated as of June 10, 2021, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, mutatis mutandis, are provided

below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

“Trademarks” means (a) all trademarks, trade names, corporate names, each Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

Arbela Technologies Corporation,
a California corporation,
as a Grantor

By: Blake Apel
Name: Blake Apel
Title: Chairman and Assistant Secretary

Argano, LLC,
a Texas limited liability company,
as a Grantor

By: Blake Apel
Name: Blake Apel
Title: Chairman and Assistant Secretary

interRel Consulting Partners, Ltd.,
a Texas limited partnership,
as a Grantor

By: Blake Apel
Name: Blake Apel
Title: Chairman and Assistant Secretary

Keste, LLC,
a Texas limited liability company,
as a Grantor

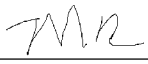
By: Blake Apel
Name: Blake Apel
Title: Chairman and Assistant Secretary

United Virtualities Corp,
a Delaware corporation,
as a Grantor

By: Blake Apel
Name: Blake Apel
Title: Chairman and Assistant Secretary



Acknowledged:



MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: 
Name: Matthew Bernstein
Title: Director

SCHEDULE 1

TRADEMARK COLLATERAL

Mark	Country/ State	Owner	Status	App No	App Date	Reg No	Reg Date
ARBELA	US	Arbela Technologies Corporation	Registered	87936810	May 25, 2018	5665894	January 29, 2019
ARGANO	US	Argano, LLC	Pending	90657354	April 20, 2021		
	US	Argano, LLC	Pending	90657412	April 20, 2021		
HYPERION SOLUTIONS CONFERENCE	US	interRel Consulting Partners, LTD	Pending	90/154052	September 2, 2020		
	US	interRel Consulting Partners, LTD	Pending	90/154109	September 2, 2020		
INTERREL	US	interRel Consulting Partners, LTD	Registered	90/124398	August 19, 2020	6325957	April 20, 2021
KESTE	US	Keste, LLC	Registered	78/875427	May 3, 2006	3211364	Feb 20, 2007
KESTE	US	Keste, LLC	Registered	78/875435	May 3, 2006	3211365	Feb 20, 2007
KESTE	Canada	Keste, LLC	Registered	1314268	Aug 25, 2006	TMA753778	Nov 24, 2009
KESTE	Mexico	Keste, LLC	Registered	817384	Nov 3, 2006	989365	Jun 25, 2007
KESTE	Mexico	Keste, LLC	Registered	817385	Nov 3, 2006	989366	Jun 25, 2007
KESTE	India	Keste, LLC	Registered	1481006	Aug 23, 2006	1481006	Aug 23, 2006
KESTE	United Kingdom	Keste, LLC	Registered	2484448	Apr 9, 2008	2484448	Oct 24, 2008

Mark	Country/ State	Owner	Status	App No	App Date	Reg No	Reg Date
KESTE	European Union	Keste, LLC	Registered	017886516	Apr 11, 2018	017886516	Aug 22, 2018
	US	United Virtualities Corp.	Pending	90173123	September 11, 2020		
WEAREUV	US	United Virtualities Corp.	Pending	90173140	September 11, 2020		
	US	United Virtualities Corp.	Pending	90172390	September 10, 2020		
WEAREUV	US	United Virtualities Corp.	Pending	90172517	September 10, 2020		
UNITED VIRTUALITIES	US	United Virtualities Corp.	Registered	88923045	May 19, 2020	6216383	December 8, 2020