

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657336

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iOffice, LP		07/01/2021	Limited Partnership: DELAWARE
ManagerPlus Solutions, LP		07/01/2021	Limited Partnership: DELAWARE
Teem Technologies LLC		07/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs BDC, Inc., as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6270066	SPACE-RIGHT	
Registration Number:	4860266	I HELLO	
Registration Number:	3072705	IOFFICE	
Serial Number:	88681975	TESSA	
Registration Number:	4898982	WORKSPACE COWBOYS	
Registration Number:	3833899	M+	
Registration Number:	3833900	M+ MANAGERPLUS	
Registration Number:	3833898	MANAGERPLUS	
Registration Number:	6329856	MP	
Registration Number:	4646824	EVENTBOARD	
Registration Number:	5120592	TEEM	
Registration Number:	5421688	ZOMBIE MEETINGS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: ALANA GRAMER
Address Line 1: 200 PARK AVENUE
Address Line 2: PAUL HASTINGS LLP
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
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SIGNATURE:	/s/ AG
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DATE SIGNED:	07/01/2021
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Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of July 1, 2021, is made by iOffice, LP, a Delaware limited partnership, ManagerPlus Solutions, LP, a Delaware limited partnership and Teem Technologies LLC, a Delaware limited liability company (each a “Grantor” and collectively, the “Grantors”), in favor of Goldman Sachs BDC, Inc., as Collateral Agent (as defined below) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of July 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Zarya HoldCo, Inc., a Delaware corporation (“Holdings”), Zarya Intermediate, LLC, a Delaware limited liability company (the “Borrower”), the lending institutions from time to time parties thereto (each, a “Lender” and collectively the “Lenders”) and Goldman Sachs BDC, Inc., as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto have executed and delivered the Security Agreement, dated as of July 1, 2021 in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a

statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

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 Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security 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 Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.


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. The words "execution," "execute," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, 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.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**


* * * * *

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.


IOFFICE, LP,
a Delaware limited partnership,
as a Grantor

By: 
Name: Mark Peterson
Title: Chief Executive Officer

MANAGERPLUS SOLUTIONS, LP,
a Delaware limited partnership,
as a Grantor

By: 
Name: Mark Peterson
Title: Chief Executive Officer


TEEM TECHNOLOGIES LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Mark Peterson
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

ACKNOWLEDGED:

GOLDMAN SACHS BDC, INC.,
as the Collateral Agent

By: 
Name: David Yu
Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Country	Mark	Status	App No	App Date	Reg No	Reg Date	Current Record Owner
U.S.	SPACE-RIGHT	Registered	88913601	May 13, 2020	6270066	February 16, 2021	iOffice, LP
U.S.	I HELLO 	Registered	86/098,937	October 23, 2013	4860266	Nov. 24, 2015	iOffice, LP
U.S.	IOFFICE	Registered	78/192,156	December 6, 2002	3072705	March 28, 2006	iOffice, LP
U.S.	TESSA	Abandoned	88/681,975	Nov 6, 2019	--	--	iOffice, LP
U.S.	WORKSPACE COWBOYS	Registered	86/098,918	October 23, 2013	4898982	February 9, 2016	iOffice, LP
U.S.	M+	Registered	77/810,613	August 21, 2009	3833899	August 17, 2010	ManagerPlus Solutions, LP
U.S.	M+ Manager Plus	Registered	77/810,615	August 21, 2009	3833900	August 17, 2010	ManagerPlus Solutions, LP
U.S.	MANAGERPLUS	Registered	77/810,612	August 21, 2009	3833898	August 17, 2010	ManagerPlus Solutions, LP
U.S.	MP (Logo) 	Registered	88/729052	December 16, 2019	6329856	April 20, 2021	ManagerPlus Solutions, LP
U.S.	EVENT BOARD	Registered	86/084,262	October 7, 2013	4646824	November 25, 2014	Teem Technologies LLC
U.S.	TEEM	Registered	86/771,310	September 28, 2015	5120592	January 10, 2017	Teem Technologies LLC
U.S.	ZOMBIE MEETINGS	Registered	87/373,991	March 16, 2017	5421688	March 13, 2018	Teem Technologies LLC