

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658403

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Snow Software, Inc.		07/07/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	1800 Century Park East, Suite 1100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3568062	EMBOTICS	
Registration Number:	4704383	VCOMMANDER	
Registration Number:	5762624	SNOWSTORM	
Registration Number:	5762626	SNOW GLOBE	
Registration Number:	5636839	SNOW	
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:	12123186532		
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 M Gramer		
SIGNATURE:	/s/ Alana Gramer		
DATE SIGNED:	07/07/2021		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 7, 2021, by the Grantors listed on the signature pages hereof (collectively, jointly and severally, the “*Grantors*” and each individually, a “*Grantor*”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as collateral agent (in such capacity, including any successors and assigns, the “*Collateral Agent*”) for the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement, dated as of July 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*GCA*”), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and continuing security interest in and mortgage on all of its right, title and interest in, to and under all the following Collateral of such Grantor:

A. all Trademarks and Trademark Licenses of such Grantor including those listed on Schedule I attached hereto;

B. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

C. all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

Notwithstanding anything to the contrary contained in clauses A, B, and C above, the security interest created by this Trademark Security Agreement shall not extend to any Collateral expressly excluded from the GCA.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the GCA, 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 Trademark Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Counterparts. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.


[Signature pages follow.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GRANTORS:

SNOW SOFTWARE, INC.

By: 
Name: James Deena
Title: Chief Financial officer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 007348 FRAME: 0092

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By:



Name: *DIDI MUSER*

Title: *ITS AUTHORIZED SIGNATORY*

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007348 FRAME: 0093

SCHEDULE I
10
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES

Trademark Registrations:

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status of Mark	Owner/Applicant
United States	EMBOTICS	77033899	11/1/2006	3568062	1/27/2009	Registered	Snow Software, Inc.
United States	VCOMMANDER	85900952	4/10/2013	4704383	3/17/2015	Registered	Snow Software, Inc.
United States	SNOWSTORM (charter mark)	88157152	10/16/2018	5762624	5/28/2019	Registered	Snow Software, Inc.
United States	SNOW GLOBE (character mark)	88157161	10/16/2018	5762626	5/28/2019	Registered	Snow Software, Inc.
United States	SNOW (character mark)	87855908	3/29/2018	5636839	12/25/2018	Registered	Snow Software, Inc.
United States	SNOW	79204469	11/16/2016	5332156	11/14/2017	Registered	Snow Software, Inc.
Canada	EMBOT	1300218	5/3/2006	TMA739024	4/29/2009	Registered	Snow Software, Inc.
Canada	V-COMMANDER	1384023	2/11/2008	TMA791107	2/18/2011	Registered	Snow Software, Inc.
Canada	VCOMMANDER	1622652	4/10/2013	TMA897026	2/20/2015	Registered	Snow Software, Inc.
Canada	EMBOTICS	1842473	6/6/2017	TMA1011529	12/19/2018	Registered	Snow Software, Inc.
Canada	SNOW (design)	1809914-00	11/16/2016	TMA997635	5/29/2018	Registered	Snow Software, Inc.

Trademark Applications: None.

Trademark Licenses: None.

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