

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WINSHUTTLE, LLC		07/13/2021	Limited Liability Company: DELAWARE
ENTERWORKS ACQUISITION, INC.		07/13/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BARLCAYS BANK PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2310784	ENTERWORKS	
Registration Number:	3076373	WINSHUTTLE	
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:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1418385 TM 2L		
NAME OF SUBMITTER:	Jenny Lim		
SIGNATURE:	/Jenny Lim/		
DATE SIGNED:	07/13/2021		

OP \$65.00 2310784

Total Attachments: 8

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated July 13, 2021, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Barclays Bank PLC (“Barclays”), as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Starfish Holdco, LLC, a Delaware limited liability company (“Holdings”), Vision Solutions, Inc., a Delaware corporation (“Vision”), and Precisely Software Incorporated (f/k/a Syncsort Incorporated), a New Jersey corporation (“Syncsort,” together with Vision, the “Borrowers”) have entered into that certain Second Lien Credit Agreement, dated as of April 23, 2021, as amended by that First Amendment to Second Lien Credit Agreement, dated as of May 28, 2021, and that Second Amendment to Second Lien Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lenders from time to time party thereto and Barclays, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement, dated as of April 23, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “Patents”);

b. all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely so long as, the creation of a security interest therein or the assignment thereof would impair the validity or enforceability of any

registration that issues from such intent-to-use application under applicable federal law or result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “Copyrights”);

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts; Electronic Execution. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The words “execution,” “execute,” “signed,” “signature,” and words of like import in this IP Security Agreement or any amendment or other modification hereof 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.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any

conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. Sections 10.15, 10.16 and 10.17 of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

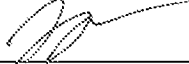
G. Intercreditor Agreement. Notwithstanding any provision to the contrary in this IP Security Agreement (but without expanding the scope of the Collateral as set forth in this IP Security Agreement and the Credit Agreement), in the event of any conflict or inconsistency between the provisions of the First Lien/Second Lien Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.11 of the Credit Agreement) and this IP Security Agreement, the provisions of the First Lien/Second Lien Intercreditor Agreement or such other intercreditor agreement, as applicable, shall prevail.

[SIGNATURE PAGES FOLLOW]

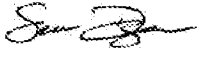
IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

WINSHUTTLE, LLC
ENTERWORKS ACQUISITION, INC.

By: _____


Name: Joseph D. Rogers
Title: Chief Executive Officer

BARCLAYS BANK PLC,
as Collateral Agent

By: 

Name: Sean Duggan
Title: Vice President

Schedule A

PATENTS

Title	App. No./ Filing Date Pub. No./ Pub. Date	Patent No./ Issue Date	Status	Current Owner of Record
FACILITATING OFFLINE OR OTHER CONTEMPORANEOUS EDITING OF TABULAR DATA	15/154,871 13-MAY-2016 2017-0329984 16-NOV-2017	10,354,080 16-JUL-2019	Granted	Winshuttle, LLC
METHODS AND SYSTEMS FOR MITIGATING RISK IN DEPLOYING UNVETTED DATA HANDLING RULES	15/953,223 13-APR-2018 —	10,148,525 04-DEC-2018	Granted	Winshuttle, LLC
DYNAMIC WEB SERVICES SYSTEM AND METHOD	14/182,218 17-FEB-2014 2014-0164497 12-JUN-2014	9,373,094 21-JUN-2016	Granted	Winshuttle, LLC
DYNAMIC WEB SERVICES WORK FLOW SYSTEM AND METHOD	13/405,138 24-FEB-2012 2012-0179503 12-JUL-2012	9,129,238 08-SEP-2015	Granted	Winshuttle, LLC
DYNAMIC WEB SERVICES SYSTEM AND METHOD	13/016,704 28-JAN-2011 2011-0282934 17-NOV-2011	8,701,159 15-APR-2014	Granted	Winshuttle, LLC
DYNAMIC WEB SERVICES SYSTEM AND METHOD	13/666,344 01-NOV-2012 2013-0060845 20-AUG-2013	8,516,554 20-AUG-2013	Granted	Winshuttle, LLC
ADAPTIVE QUERY THROTTLING SYSTEM AND METHOD	12/716,162 02-MAR-2010 2010-0223256 02-SEP-2010	8,321,447 27-NOV-2012	Granted	Winshuttle, LLC

Schedule B

TRADEMARKS

Trademark Registrations:

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
ENTERWORKS	75500402 11-JUN-1998	2310784 25-JAN-2000	Registered	Enterworks Acquisition, Inc.
WINSHUTTLE	78592792 22-MAR-2005	3076373 04-APR-2006	Registered	Winshuttle, LLC

Schedule C

COPYRIGHTS

Copyright Registrations:

Title	Registration No.	Registration Date	Current Owner of Record
Winshuttle Business Process Improvemnt (BPI) Value Calculator.	TX0007261027	2010-04-07	Winshuttle, LLC
TXShuttle : version 4.6.61	TX0005484536	2000-12-06	Winshuttle, LLC
Text of computer program-- TablePro: version 4.6.52.	TX0005307937	2000-12-12	Winshuttle, LLC