

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663780

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Confluence Technologies, Inc.		07/30/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	GOLUB CAPITAL MARKETS LLC, AS COLLATERAL AGENT
Street Address:	200 Park Avenue
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:	5232483	SYNAPSE
Registration Number:	5286466	SYNAPSE
Registration Number:	5203271	UNITY NXT
Registration Number:	5149723	UNITY FINANCIAL REPORTING
Registration Number:	5203260	UNITY
Registration Number:	3702691	EXPECT IT
Registration Number:	3715284	UNITY
Registration Number:	4139316	UNITY
Registration Number:	3083971	DELIVER
Registration Number:	2612318	CONFLUENCE
Registration Number:	2525149	
Registration Number:	2562958	CONFLUENCE
Registration Number:	2575158	FUNDSTATION

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.

Phone: 202-370-4750

OP \$340.00 5232483

Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
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: 1438567

NAME OF SUBMITTER: Jonathan R. Larson

SIGNATURE: /Jonathan R. Larson/

DATE SIGNED: 07/30/2021

Total Attachments: 10

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **FIRST 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 30, 2021, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Golub Capital Markets LLC (“Golub”), as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Mandolin Technology Intermediate Holdings, Inc., a Delaware corporation (the “Borrower”) and Mandolin Technology Intermediate Holdco, Inc., a Delaware corporation (“Holdings”) have entered into that certain First Lien Credit Agreement dated as of July 30, 2021 (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 Golub, as Administrative Agent, Collateral Agent and an L/C Issuer. 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 and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement, dated as of July 30, 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 and/or the USCO, as applicable.

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 to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would 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 Secured Documents (as such Secured 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 Secured 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 Register of Copyrights, 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.

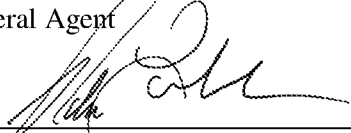
CONFLUENCE TECHNOLOGIES, INC.,
a Delaware corporation

By: 
Name: Frederick Winston
Title: Chief Financial Officer

[Signature Page to First Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 007371 FRAME: 0081

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By: 
Name: Robert G. Tuchscherer
Title: Senior Managing Director

[Signature Page to First Lien Intellectual Property Security Agreement]



SCHEDULE A

Patents and Patent Applications

None.

SCHEDULE B

Registered Trademarks

Owner	Mark	Registration No.	Registration Date
Confluence Technologies, Inc.	SYNAPSE	5232483	27-JUN-2017
Confluence Technologies, Inc.	SYNAPSE	5286466	12-SEP-2017
Confluence Technologies, Inc.	UNITY NXT	5203271	16-MAY-2017
Confluence Technologies, Inc.	UNITY FINANCIAL REPORTING	5149723	28-FEB-2017
Confluence Technologies, Inc.	UNITY	5203260	16-MAY-2017
Confluence Technologies, Inc.	EXPECT IT	3702691	27-OCT-2009
Confluence Technologies, Inc.	UNITY	3715284	24-NOV-2009
Confluence Technologies, Inc.	UNITY	4139316	08-MAY-2012
Confluence Technologies, Inc.	DELIVER	3083971	18-APR-2006
Confluence Technologies, Inc.	CONFLUENCE & Design  CONFLUENCE	2612318	27-AUG-2002
Confluence Technologies, Inc.	Design Only 	2525149	01-JAN-2002
Confluence Technologies, Inc.	CONFLUENCE	2562958	23-APR-2002
Confluence Technologies, Inc.	FUNDSTATION	2575158	04-JUN-2002

Trademark Applications:

None.

SCHEDULE C

Registered Copyrights

Owner	Copyright	Registration No.	Date
Confluence Technologies, Inc.	Mod_FundStation.	TX0005377107	April 24, 2001
Confluence Technologies, Inc.	[FundStation software v.5.0]	TX0005664283	November 05, 2002
Confluence Technologies, Inc.	FundStation source.	TX0005785033	June 16, 2003
Confluence Technologies, Inc.	FundStation software, v5.02.	TX0005837273	September 26, 2003
Confluence Technologies, Inc.	FundStation : v. 6.0.	TX0005976940	May 12, 2004
Confluence Technologies, Inc.	Fund station software v.6.0.3.	TX0006173865	April 01, 2005
Confluence Technologies, Inc.	Fund station software v. 7.00.	TX0006306052	October 14, 2005
Confluence Technologies, Inc.	FundStation software, v.7.04.	TX0006440500	September 22, 2006
Confluence Technologies, Inc.	Unity v.8.00.	TX0006838522	September 14, 2007
Confluence Technologies, Inc.	Unity v. 8.01.	TX0006916397	September 28, 2007
Confluence Technologies, Inc.	[No title on deposit]	TX0006993827	February 08, 2008
Confluence Technologies, Inc.	Unity Platform Source.	TX0007087307	November 25, 2009
Confluence Technologies, Inc.	Unity Platform Source.	TX0007087329	November 25, 2009
Confluence Technologies, Inc.	Unity v. 8.5.	TX0007164955	May 29, 2008
Confluence Technologies, Inc.	Unity Platform Source.	TX0007208552	May 07, 2010
Confluence Technologies, Inc.	Unity v. 8.7.	TX0007236826	January 07, 2009

Confluence Technologies, Inc.	Unity v. 8.12.	TX0007243496	June 09, 2009
Confluence Technologies, Inc.	Unity v. 8.11.	TX0007252135	April 28, 2009
Confluence Technologies, Inc.	Unity v. 8.17.	TX0007268393	December 09, 2009
Confluence Technologies, Inc.	Unity v. 9.2.	TX0007284651	October 28, 2010
Confluence Technologies, Inc.	Unity v. 8.9.	TX0007291542	March 05, 2009
Confluence Technologies, Inc.	Unity v. 8.8.	TX0007291545	March 05, 2009
Confluence Technologies, Inc.	Unity v. 8.14.	TX0007297780	July 23, 2009
Confluence Technologies, Inc.	Unity v. 8.13.	TX0007307285	July 08, 2009
Confluence Technologies, Inc.	Unity v. 8.10.	TX0007311281	April 10, 2009
Confluence Technologies, Inc.	[no title on deposit]	TX0007353059	March 03, 2011
Confluence Technologies, Inc.	Unity v. 9.5.	TX0007457252	October 19, 2011
Confluence Technologies, Inc.	Unity v. 9.6.	TX0007590056	August 30, 2012
Confluence Technologies, Inc.	Unity v. 9.7.	TX0007593390	August 30, 2012
Confluence Technologies, Inc.	Unity v. 9.8.	TX0007593399	September 06, 2012
Confluence Technologies, Inc.	Unity v. 9.9.	TX0007620829	October 01, 2012
Confluence Technologies, Inc.	Unity v. 9.0.	TX0007154751	February 24, 2010
Confluence Technologies, Inc.	Unity v. 8.6.	TX0007230808	November 03, 2008
Confluence Technologies, Inc.	Unity v. 9.4.	TX0007401608	July 25, 2011
Confluence Technologies, Inc.	FundStation software v.4.6.	TX0005223360	May 03, 2000

Copyright Applications:

None.