

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM669548

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Archibus, Inc.		08/23/2021	Corporation: DELAWARE
SpaceIQ LLC		08/23/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs BDC, Inc., as Collateral Agent		
<b>Street Address:</b>	200 West Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2320826	A	
<b>Registration Number:</b>	2315981	ARCHIBUS	
<b>Registration Number:</b>	5070955	EIM	
<b>Registration Number:</b>	5735707	INTEGRATED DIGITAL PLATFORM FOR THE BUIL	
<b>Registration Number:</b>	3945264	TIFM	
<b>Registration Number:</b>	2430760	FM WEB CENTRAL	
<b>Registration Number:</b>	2378264	FM CYBERSPACE	
<b>Registration Number:</b>	5979012	REIMAGINE YOUR WORKPLACE	
<b>Registration Number:</b>	5555158	SPACEIQ	
<b>Registration Number:</b>	6384834	SPACEIQ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122305199		
<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>			
<b>Phone:</b>	212-318-6518		
<b>Email:</b>	terrenceboyle@paulhastings.com		
<b>Correspondent Name:</b>	Terrence G. Boyle		
<b>Address Line 1:</b>	c/o Paul Hastings LLP		

CH \$265.00 2320826

**Address Line 2:** 200 Park Avenue  
**Address Line 4:** New York, NEW YORK 10166

**ATTORNEY DOCKET NUMBER:** 47832-00004

**NAME OF SUBMITTER:** Terrence G. Boyle

**SIGNATURE:** /s/ Terrence G. Boyle

**DATE SIGNED:** 08/23/2021

**Total Attachments: 5**

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SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of August 23, 2021, is made by Archibus, Inc., a Delaware corporation, and SpaceIQ 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.

WITNESSETH:

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.

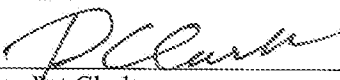
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of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


**ARCHIBUS, INC.,**  
a Delaware corporation,  
as a Grantor

By:   
Name: Pat Clark  
Title: Chief Financial Officer

**SPACEIQ LLC,**  
a Delaware limited liability company,  
as a Grantor

By:   
Name: Pat Clark  
Title: Chief Financial Officer

**GOLDMAN SACHS BDC, INC.,**  
as the Collateral Agent

By:  \_\_\_\_\_  
Name: David Yu  
Title: Authorized Signatory


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

**TRADEMARK**  
**REEL: 007400 FRAME: 0453**

**SCHEDULE A**

**U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

**TRADEMARKS**

Country	Mark	Status	App. No	App. Date	Reg. No	Reg. Date	Current Record Owner
U.S.	A (stylized) 	Registered	75/568,623	October 13, 1998	2320826	February 22, 2000	Archibus, Inc.
U.S.	ARCHIBUS	Registered	75/568,624	October 13, 1998	2315981	February 8, 2000	Archibus, Inc.
U.S.	EIM	Registered	86/543,951	February 24, 2015	5070955	November 1, 2016	Archibus, Inc.
U.S.	INTEGRATED DIGITAL PLATFORM FOR THE BUILT ENVIRONMENT	Registered	87/881,875	April 18, 2018	5735707	April 23, 2019	Archibus, Inc.
U.S.	TIFM	Registered	77/823,970	September 10, 2009	3945264	April 12, 2011	Archibus, Inc.
U.S.	FM WEB CENTRAL	Registered	75/655,693	March 8, 1999	2430760	February 27, 2001	Archibus, Inc.
U.S.	FM CYBERSPACE	Registered <sup>1</sup>	75/655,298	March 8, 1999	2378264	August 15, 2000	Archibus, Inc.
U.S.	REIMAGINE YOUR WORKPLACE	Registered	88/043,574	July 18, 2018	5979012	February 4, 2020	SpaceIQ LLC
U.S.	SPACEIQ	Registered	87/776,717	January 30, 2018	5555158	September 4, 2018	SpaceIQ LLC
U.S.	SPACEIQ	Registered	90/172,207	September 10, 2020	6384834	June 15, 2021	SpaceIQ LLC

<sup>1</sup> To be cancelled.