

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CivicPlus, LLC		08/24/2021	Limited Liability Company: KANSAS
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5482194	CIVICADVISE	
Registration Number:	5375966	CIVICCLERK	
Registration Number:	5741475	CIVICCMS	
Registration Number:	4938409	CIVICENGAGE	
Registration Number:	4828598	CIVICHR	
Registration Number:	4828591	CIVICMOBILE	
Registration Number:	6185355	CIVICOPTIMIZE	
Registration Number:	3427509	CIVICPLUS	
Registration Number:	5814543	CIVICPLUS PLATFORM	
Registration Number:	4881658	CIVICREADY	
Registration Number:	5237705	CIVICREC	
Registration Number:	4814493	CIVICSEND	
Registration Number:	5482195	CIVICSUPPORT	
Registration Number:	5692355	CIVICTRAINING	
Registration Number:	5939683	CP CONNECT	
Registration Number:	5136274	DEEP TALENT	
Registration Number:	5272272	DESIGN ESSENTIALS	
Registration Number:	3338106	NOTIFY ME	

OP \$465.00 5482194

CORRESPONDENCE DATA**Fax Number:** 2138918763*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.***Email:** rhonda.deleon@lw.com**Correspondent Name:** LATHAM & WATKINS LLP**Address Line 1:** 355 SOUTH GRAND AVENUE**Address Line 4:** LOS ANGELES, CALIFORNIA 90071-1560**ATTORNEY DOCKET NUMBER:** 058516-0098**NAME OF SUBMITTER:** Rhonda DeLeon**SIGNATURE:** /Rhonda DeLeon/**DATE SIGNED:** 08/24/2021**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT, dated as of August 24, 2021 (this "Agreement"), among CivicPlus, LLC (the "Grantor") and OWL ROCK CAPITAL CORPORATION, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of August 24, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CP Patti, LLC, a Delaware limited liability company ("Holdings"), CVP Intermediate, Inc., a Delaware corporation ("CVP Intermediate"), CivicPlus, LLC, a Kansas limited liability company (the "Borrower"), the other GRANTORS from time to time party hereto, the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and Owl Rock Capital Corporation, as the administrative agent, and (b) the Collateral Agreement dated as of August 24, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, CVP Intermediate, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor's business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the

collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

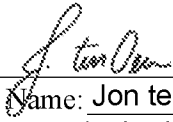
CIVICPLUS, LLC, as Grantor

By: Brian Rempe
Name: Brian Rempe
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007402 FRAME: 0563**

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By 
Name: Jon ten Oever
Title: Authorized Signatory

Schedule I

Mark	App. Date	App. No.	Reg. Date	Reg. No.
CivicAdvise	03/20/2017	87377956	05/29/2018	5482194
CivicClerk	04/11/2016	86971577	01/09/2018	5375966
CivicCMS	05/10/2018	87916345	04/30/2019	5741475
CivicEngage	06/05/2015	86653255	04/12/2016	4938409
CivicHR	10/16/2014	86396658	10/06/2015	4828598
CivicMobile	09/15/2014	86394638	10/06/2015	4828591
CivicOptimize	06/05/2020	88952827	10/27/2020	6185355
CivicPlus	11/10/2006	77041350	05/13/2008	3427509
CivicPlus Platform	04/17/2018	87879867	07/23/2019	5814543
CivicReady	07/01/2015	86680973	01/05/2016	4881658
CivicRec	10/19/2015	86792312	07/04/2017	5237705
CivicSend	08/25/2014	86375845	09/15/2015	4814493
CivicSupport	03/20/2017	87377979	05/29/2018	5482195
CivicTraining	03/20/2017	87377933	03/05/2019	5692355
CP Connect	11/14/2018	88193441	12/17/2019	5939683
Deep Talent	06/03/2016	87058993	02/07/2017	5136274
Design Essentials	05/03/2016	87023327	08/22/2017	5272272
Notify Me	11/27/2006	77051560	11/20/2007	3338106