

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM673761

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                         | Formerly | Execution Date | Entity Type                            |
|------------------------------|----------|----------------|--|
| Periscope Intermediate Corp. |          | 09/08/2021     | Corporation: DELAWARE                  |
| Periscope Holdings, Inc.     |          | 09/08/2021     | Corporation: DELAWARE                  |
| Nebraska Procurement, LLC    |          | 09/08/2021     | Limited Liability Company:<br>NEBRASKA |
| RFP Depot, LLC               |          | 09/08/2021     | Limited Liability Company:<br>UTAH     |

## RECEIVING PARTY DATA

|                        |                            |
|------------------------|----------------------------|
| <b>Name:</b>           | The Bank of Nova Scotia    |
| <b>Street Address:</b> | 250 - 1002 Sherbrooke West |
| <b>City:</b>           | Montreal, Québec           |
| <b>State/Country:</b>  | CANADA                     |
| <b>Postal Code:</b>    | H3A 3L6                    |
| <b>Entity Type:</b>    | Chartered Bank: CANADA     |

## PROPERTY NUMBERS Total: 10

| Property Type               | Number   | Word Mark                               |
|-----------------------------|----------|---|
| <b>Registration Number:</b> | 2822050  | BUYSPEED                                |
| <b>Registration Number:</b> | 2597477  | PERISCOPE BEYOND IDEAS                  |
| <b>Registration Number:</b> | 3636502  | BIDSYNC                                 |
| <b>Registration Number:</b> | 3636580  | BIDLYNC                                 |
| <b>Registration Number:</b> | 4223292  | PROCUREPOINTE                           |
| <b>Registration Number:</b> | 6110778  | PERISCOPE HOLDINGS INC                  |
| <b>Registration Number:</b> | 6110777  | PERISCOPE                               |
| <b>Serial Number:</b>       | 88470078 | PERISCOPE MARKETPLACE                   |
| <b>Serial Number:</b>       | 88470048 | PERISCOPE PUBLIC SECTOR MARKETPLACE     |
| <b>Serial Number:</b>       | 88470062 | PERISCOPE INFORMATION MANAGEMENT SYSTEM |

## CORRESPONDENCE DATA

Fax Number: 2026725399

*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: 3128324555

TRADEMARK

**Email:** IPDocketing@foley.com  
**Correspondent Name:** Sarah Null, Esq., Foley & Lardner LLP  
**Address Line 1:** 321 North Clark Street  
**Address Line 2:** Suite 3000  
**Address Line 4:** Chicago, ILLINOIS 60654-4762

**NAME OF SUBMITTER:** Sarah Null

**SIGNATURE:** /Sarah Null/

**DATE SIGNED:** 09/10/2021

**Total Attachments: 7**

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source=Project Pearl - US IP Security Agreement (Targets) (2021) (EXECUTED)#page2.tif  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **Intellectual Property Security Agreement**, dated as of September 8, 2021, by Periscope Intermediate Corp., a Delaware corporation, Periscope Holdings, Inc., a Delaware corporation, Nebraska Procurement, LLC, a Nebraska limited liability company, and RFP Depot, LLC, a Utah limited liability company (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of The Bank of Nova Scotia, a bank chartered under the Bank Act (Canada) with an address at 250 – 1002 Sherbrooke West, Montreal, Québec H3A 3L6, in its capacity as administrative agent for and on behalf of the Secured Parties (in such capacity, together with its successors and assigns, if any, in such capacity, the “**Agent**”).

### W I T N E S S E T H:

WHEREAS the Grantors are party to a Pledge and Security Agreement dated as of August 31, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lenders, to enter into the Credit Agreement, the Grantors hereby agree with the Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, to secure the performance and payment in full of the Credit Obligations a continuing lien on and security interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “**Intellectual Property**”):

- a) any and all United States copyright rights, copyright applications, copyright registrations and like protections of each Grantor in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret (collectively, the “**Copyrights**”);
- b) all United States patents, patent applications and like protections of each Grantor including improvements, divisions, continuations, renewals, reissues, extensions and continuation-in-part of the same and all rights therein provided by international treaties or conventions (collectively, the “**Patents**”);
- c) any United States trademark and servicemark rights of each Grantor, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business connected with and symbolized by such trademarks (collectively, the “**Trademarks**”);
- d) any and all trade secrets and trade secret rights, including any rights to unpatented inventions, know-how, operating manuals;
- e) any and all source code;
- f) any and all design rights which may be available to any Grantor;
- g) any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above; and

h) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.

The Grantors hereby confirm that the attached schedules of the Grantors' Copyright, Patent and Trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B, and C hereto, respectively, are complete and accurate as of the date hereof.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement will control.

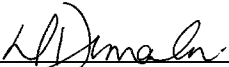
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Agent will, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by the Grantors in writing in recordable form releasing the lien on and security interest in the Intellectual Property under this Intellectual Property Security Agreement.

SECTION 5 Governing Law. This Intellectual Property Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Intellectual Property Security Agreement and the transactions contemplated hereby will be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).


SECTION 6. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, all of which will constitute one and the same instrument, and any party hereto may execute this Intellectual Property Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Intellectual Property Security Agreement by electronic transmission will be effective as delivery of a manually signed counterpart of this Intellectual Property Security Agreement.

[Signature pages follow.]

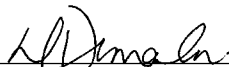
**PERISCOPE INTERMEDIATE CORP.**

By:   
Name: Deborah Dumoulin  
Title: Chief Financial Officer

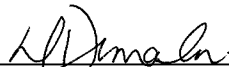
**PERISCOPE HOLDINGS, INC.**

By:   
Name: Deborah Dumoulin  
Title: Chief Financial Officer

**NEBRASKA PROCUREMENT, LLC**

By:   
Name: Deborah Dumoulin  
Title: Chief Financial Officer

**RFP DEPOT, LLC**

By:   
Name: Deborah Dumoulin  
Title: Chief Financial Officer

Agreed and accepted as of the date first written above:

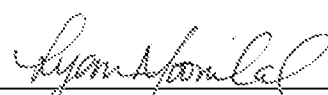
**THE BANK OF NOVA SCOTIA,**

as Agent

By:  \_\_\_\_\_

Name: Clement Yu

Title: Director

By:  \_\_\_\_\_

Name: Ryan Moonilal

Title: Analyst

**Exhibit A**  
**Copyrights**

None.

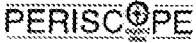

**Exhibit B**

**Patents**

None.



**Exhibit C  
Trademark Registrations and Applications**

| <u>Mark</u>   | <u>Application Serial No.</u> | <u>Filing Date</u> | <u>Registration No. &amp; Country</u>   | <u>Registration Date</u> | <u>Owner</u>                 | <u>Status</u> |
|---|-------------------------------|--------------------|---|--------------------------|------------------------------|---------------|
| BUYSPEED  | 76/299,179                    | 8/10/2001          | U.S. Reg. No. 2,822,050 (United States)   | 3/16/2004                | Periscope Intermediate Corp. | Registered    |
|    | 76/207,194                    | 2/8/2001           | U.S. Reg. No. 2,597,477 (United States)   | 7/23/2002                | Periscope LLC                | Cancelled     |
| BIDSYNC   | 77/460,074                    | 4/29/2008          | U.S. Reg. No. 3,636,502 (United States)   | 6/9/2009                 | Periscope Intermediate Corp. | Registered    |
| BIDSYNC   | 1,415,440                     | 10/22/2008         | Canadian Reg. No. TMA820057 (Canada)  | 3/15/2012                | Periscope Intermediate Corp. | Registered    |
| BIDSYNC   | 986011                        | 10/20/2008         | Australian Reg. No. 1278005 (Australia)<br>→ Country-specific registration number assigned by Australia and associated with Int'l Reg. No. 986,011 (WIPO - Australia) | 10/20/2008               | Periscope Intermediate Corp. | Registered    |
| BIDSYNC   | 986011                        | 10/20/2008         | Int'l Reg. No. 986,011 (WIPO – China)   | 10/20/2008               | Periscope Intermediate Corp. | Registered    |
| BIDSYNC   | 986011                        | 10/20/2008         | Int'l Reg. No. 986,011 (WIPO – European Union)  | 10/20/2008               | Periscope Intermediate Corp. | Registered    |
| BIDSYNC   | 986011                        | 10/20/2008         | Int'l Reg. No. 986,011 (WIPO – Japan)   | 10/20/2008               | Periscope Intermediate Corp. | Registered    |
| BIDSYNC   | 986011                        | 10/20/2008         | Int'l Reg. No. 986,011 (Madrid Protocol)  | 10/20/2008               | Periscope Intermediate Corp. | Active        |
| BIDSYNC   | 986011                        | 10/20/2008         | UK0080098601  | 10/20/2008               | Periscope Intermediate Corp. | Registered    |
| BIDLYNC   | 77/507,839                    | 6/25/2008          | U.S. Reg. No. 3,636,580 (United States)   | 6/9/2009                 | Periscope Intermediate Corp. | Registered    |
| PROCUREPOINTE   | 85/484,857                    | 12/1/2011          | U.S. Reg. No. 4,223,292 (United States)   | 10/9/2012                | Periscope Intermediate Corp. | Cancelled     |
|  | 88/470,751                    | 6/12/2019          | U.S. Reg. No. 6,110,778 (United States)   | 7/28/2020                | Periscope Holdings, Inc.     | Registered    |
| PERISCOPE   | 88/470,738                    | 6/12/2019          | U.S. Reg. No. 6,110,777 (United States)   | 7/28/2020                | Periscope Holdings, Inc.     | Registered    |
| PERISCOPE MARKETPLACE   | 88/470,078                    | 6/12/2019          |   |                          | Periscope Holdings, Inc.     | Pending       |
| PERISCOPE PUBLIC SECTOR MARKETPLACE   | 88/470,048                    | 6/12/2019          |   |                          | Periscope Holdings, Inc.     | Pending       |
| PERISCOPE INFORMATION MANAGEMENT SYSTEM   | 88/470,062                    | 6/12/2019          |   |                          | Periscope Holdings, Inc.     | Pending       |