

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boomi, LLC		10/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sixth Street Specialty Lending, Inc.		
Street Address:	2100 McKinney Avenue, Suite 1500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3461231	ATOM	
Registration Number:	3734179	ATOMSPHERE	
Registration Number:	3453159	BOOMI	
Registration Number:	6047378	MOLECULE	
Registration Number:	6131851	BOOMIVERSE	
Registration Number:	5754592	ONEMIND	
Serial Number:	88631140	B	
Serial Number:	88633785	B	
Serial Number:	88629292	BOOMI	
Serial Number:	88633406	BOOMI	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9839		
Email:	ypan@proskauer.com		
Correspondent Name:	Rachael Walker		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		

CH \$265.00 3461231

Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER: 74267-067

NAME OF SUBMITTER: Rachael Walker

SIGNATURE: /Rachael Walker/

DATE SIGNED: 10/01/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of October 1, 2021, by and among Boomi, LLC (“Grantor”) and SIXTH STREET SPECIALTY LENDING, INC., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to that certain Pledge and Security Agreement, dated as of October 1, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for itself and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under (a) all Trademarks owned by the Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including without limitation, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security

Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BOOMI, LLC

By: Christopher Port

Name: Christopher Port


Title: Chief Operating Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007440 FRAME: 0143

Accepted and Agreed:

SIXTH STREET SPECIALTY LENDING, INC.,
as Collateral Agent

By: 
Name: Robert (Bo) Stanley
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007440 FRAME: 0144

SCHEDULE I

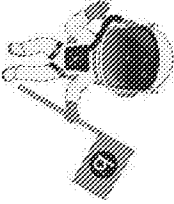

to


TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS:

Trademark	Registration No.	Registration Date	Owner
ATOM	3461231	7/8/2008	Boomi, Inc.
ATMOSPHERE	3734179	1/5/2010	Boomi, Inc.
ATOMSPHERE			
BOOMI	3453159	6/24/2008	Boomi, Inc.
MOLECULE	6047378	5/5/2020	Boomi, Inc.
BOOMIVERSE	6131851	8/18/2020	Boomi, Inc.
ONEMIND	5754592	5/21/2019	Boomi, Inc.
ONEMIND			

UNITED STATES TRADEMARK APPLICATIONS:

Title	Application No.	Application Date	Owner
 <p>Astronaut B logo</p>	88631140	9/25/2019	Boomi, Inc.
 <p>B icon logo</p>	88633785	9/27/2019	Boomi, Inc.
BOOMI	88629292	9/24/2019	Boomi, Inc.

BOOMI logo 	88633406	9/27/2019	Boomi, Inc.
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