

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680197

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trace3, LLC		10/08/2021	Limited Liability Company: CALIFORNIA
Groupware Technology, Inc.		10/08/2021	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC, as administrative Agent
Street Address:	225 W. WASHINGTON STREET, 9TH FLOOR
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3952541	DEFINE YOUR X
Registration Number:	3985433	TRACE3
Registration Number:	4046283	WHAT IS YOUR X
Registration Number:	4046288	TRACE YOUR WAY BACK TO THE BUSINESS
Registration Number:	4053733	CO-MANAGEMENT
Registration Number:	5898441	ALL ROADS LEAD TO THE CLOUD
Registration Number:	6393140	GROUPWARE TECHNOLOGY
Registration Number:	6359982	GROUPWARE TECHNOLOGY
Registration Number:	5481937	RACK AND ROLL
Registration Number:	5481925	RACK AND ROLL
Registration Number:	5440914	GROUPWARE TECHNOLOGY
Registration Number:	5440913	GROUPWARE TECHNOLOGY
Registration Number:	5487043	GROUPWATCH
Registration Number:	5487040	GROUPWATCH
Registration Number:	3731162	WE ANSWER THE CALL
Serial Number:	90045216	AI LABS GROUPWARE TECHNOLOGY
Serial Number:	90045215	GROUPWARETECH

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90016639	AI LABS

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	28302.00160
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	10/11/2021

Total Attachments: 7

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF EACH APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF ANY INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 8, 2021, (this "Agreement"), by Trace3, LLC, a California limited liability company, and Groupware Technology, Inc., a California corporation (each, a "Grantor") in favor of the Administrative Agent referred to below.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of October 8, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Loan Parties party thereto and the Administrative Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of October 8, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, inter alios, ASP T3 Intermediate Holdings, Inc., a Delaware corporation, ASP T3 Acquisition Co LLC, a Delaware limited liability company ("AcquisitionCo") and, prior to the consummation of the Sand Hill Restructuring, if applicable, the "Borrower", Escape Velocity Holdings, Inc., a Delaware corporation ("Escape" and, following the consummation of the Sand Hill Restructuring, if applicable, the "Borrower"), the Lenders from time to time party thereto and Alter Domus (US) LLC, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its permitted successors and assigns, the "Administrative Agent"). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, 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 Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the issued Patent and pending Patent applications for registration in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination or Release. In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.


SECTION 5. Governing Law. This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 6. 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 counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

TRACE3, LLC
GROUPWARE TECHNOLOGY, INC.,
each as a Grantor

By: 
Name: Kevin Manzo
Title: Chief Financial Officer

[Signature Page to Second Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 007448 FRAME: 0457

ALTER DOMUS (US) LLC,
as Administrative Agent

By: 

Name: Wynne N. Kantaris

Title: Associate General Counsel

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Trace3, LLC	3952541	DEFINE YOUR X
Trace3, LLC	3985433	TRACE3
Trace3, LLC	4046283	WHAT IS YOUR X
Trace3, LLC	4046288	TRACE YOUR WAY BACK TO THE BUSINESS
Trace3, LLC	4053733	CO- MANAGEMENT
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Groupware Technology, Inc.	5481937	RACK AND ROLL & Design
Groupware Technology, Inc.	5481925	RACK AND ROLL
Groupware Technology, Inc.	5440914	GROUPWARE TECHNOLOGY & Design
Groupware Technology, Inc.	5440913	GROUPWARE TECHNOLOGY
Groupware Technology, Inc.	5487043	GROUPWATCH & Design
Groupware Technology, Inc.	5487040	GROUPWATCH
Groupware Technology, Inc.	3731162	WE ANSWER THE CALL

TRADEMARK APPLICATIONS

Registered Owner	Serial Number	Trademark
Groupware Technology, Inc.	90045216	AI LABS GROUPWARE TECHNOLOGY & Design; Intent to Use
Groupware Technology, Inc.	90045215	GROUPWARETECH; Intent to Use
Groupware Technology, Inc.	90016639	AI LABS & Design; Intent to Use

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.