TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM684854

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Security Agreement	
SEQUENCE:	2	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ServiceMax, Inc.		11/01/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Monroe Capital Management Advisors LLC	
Street Address:	311 South Wacker Drive, Suite 6400	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	6296590	ASSET 360
Registration Number:	6180425	ZINC
Registration Number:	3685986	SERVICEMAX
Serial Number:	88759201	SERVICEMAX

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Michael.Violet@wolterskluwer.com, ECarrera@cahill.com Email:

CT Corporation **Correspondent Name:**

4400 Easton Commons Way Address Line 1:

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	11/01/2021

Total Attachments: 5

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT dated as of November 1, 2021 (this "<u>Agreement</u>"), among ServiceMax, Inc. (the "<u>Grantor</u>") and Monroe Capital Management Advisors LLC, as Collateral Agent (in such capacity, the "<u>Collateral Agent</u>").

Reference is made to (a) the Credit Agreement dated as of November 1, 2021 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SERVICEMAX, INC., a Delaware corporation (the "Borrower"), the Lenders party thereto, Monroe Capital Management Advisors LLC, as Administrative Agent and Collateral Agent and (b) the Collateral Agreement dated as of November 1, 2021 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among 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 willing to execute and deliver this Agreement in order to induce the Secured Parties to make extensions of credit and as consideration for such extensions of credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. <u>Grant of Security Interest</u>. 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 "<u>Security Interest</u>") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "<u>Trademark Collateral</u>").

SECTION 3. <u>Collateral Agreement</u>. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the 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 4. <u>Counterparts</u>. 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 5. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

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

SERVICEMAX, INC.

By:

Name: Simon Edwards

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

MONROE CAPITAL MANAGEMENT ADVISORS LLC, as Collateral Agent

By: _____

Name: Gerry Burrows Title: Managing Director

Registrations:

Mark	Registration No.	Registration Date	Current Owner of Record
ASSET 360	6296590	2021-03-16	ServiceMax, Inc.
ZINC	6180425	2020-10-20	ServiceMax, Inc.
SERVICEMAX	3685986	2009-09-22	ServiceMax, Inc.

Applications:

Mark	Application No.	Application Date	Current Owner of Record
SERVICEMAX	88759201	2020-01-14	ServiceMax, Inc.

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RECORDED: 11/01/2021