

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QAD INC.		11/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC		
Street Address:	150 S. Wacker Drive, Suite 800		
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:	2164980	DYNASYS	
Registration Number:	1742858	MFG/PRO	
Registration Number:	5831883	QAD	
Registration Number:	4166669	QAD	
CORRESPONDENCE DATA			
Fax Number:	6507393900		
<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:	6507393939		
Email:	DebbieWu@JonesDay.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	298424-000001		
NAME OF SUBMITTER:	Debbie Wu		
SIGNATURE:	/Debbie Wu/		
DATE SIGNED:	11/05/2021		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 5, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Golub Capital Markets LLC, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

PRELIMINARY STATEMENTS

WHEREAS, QAD Inc. and FOREIGN-TRADE ZONE CORPORATION and certain other Grantors are party to the Security Agreement, dated as of November 5, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree 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

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or which such Grantor at any time in the future may own or acquire (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill arising from the use of and symbolized thereby;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover damages for past, present, or future infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto and acceptance thereof by the USPTO, solely 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 or void any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW. SECTION 10.15 (GOVERNING LAW) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

SECTION 5. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document.

SECTION 6. ELECTRONIC EXECUTION. The words “execute,” “execution,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agents, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided that*, notwithstanding anything contained herein to the contrary, the Collateral Agent is not under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by such Agent pursuant to procedures approved by it.

[Signature Pages Follow]

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

QAD INC.

By: 

Name: Daniel Lender

Title: Chief Financial Officer

FOREIGN-TRADE ZONE CORPORATION

By: 

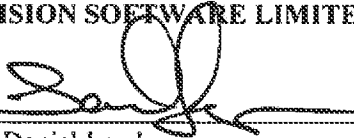
Name: Daniel Lender

Title: Vice President

[Signature Page to Trademark Security Agreement]

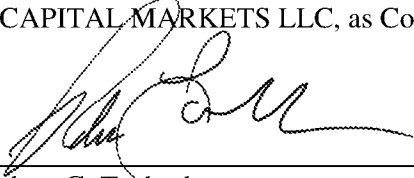
TRADEMARK
REEL: 007486 FRAME: 0405

PRECISION SOFTWARE LIMITED

By: 
Name: Daniel Lender
Title: Director

[Signature Page to Trademark Security Agreement]

GOLUB CAPITAL MARKETS LLC, as Collateral
Agent

By: 
Name: Robert G. Tuhscherer
Title: Senior Managing Director

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No. Filing Date</u>	<u>Registration No. Registration Date</u>	<u>Class/es</u>	<u>Status</u>	<u>Current Owner of Record</u>
DYNASYS	USA	75004529 10 OCT 1995	2164980 16 JUNE 1998	9, 42	Registered	QAD Inc.
MFG/PRO	USA	74205132 19 SEP 1991	1742858 29 DEC 1992	9,16	Registered	QAD Inc.
QAD	USA	88130487 25 SEP 2018	5831883 13 AUG 2019	9 16 41 42	Registered	QAD Inc.
QAD 	USA	85314686 6 MAY 2011	4166669 3 JULY 2012	9,16, 41, 42	Registered	QAD Inc.
SINGLE CLICK COLLABORATIVE	USA	79012204 8 APR 2005	3275309 (IR 0853597) 7 AUG 2007	9, 42	Registered	QAD Inc.
	USA	79013640 8 APR 2005	3251903 (IR 0857417) 12 JUN 2007	9, 42	Registered	QAD Inc.
	USA	79013641 8 APR 2005	3162856 (IR 0857418) 24 OCT 2006	9, 42	Registered	QAD Inc.
FTZC	USA	88769764 22 JAN 2020	6275287 23 FEB 2021	35, 42, 45	Registered	Foreign-Trade Zone Corporation

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No. Filing Date</u>	<u>Registration No. Registration Date</u>	<u>Class/es</u>	<u>Status</u>	<u>Current Owner of Record</u>
Intelligent Web Client	USA	85034312 10 MAY 2010	4054227 8 NOV 2011	9	Registered	Foreign-Trade Zone Corporation
SMARTZONE	USA	78613445 21 APR 2005	3079627 11 APR 2006	9	Registered	Foreign-Trade Zone Corporation
Foreign-Trade Zone Corporation	USA	77788077 23 JUL 2009	3840036 31 AUG 2010	42, 45	Registered	Foreign-Trade Zone Corporation
Foreign-Trade Zone Resource Center	USA	77709284 8 APR 2009	3730828 29 DEC 2009	35	Registered	Foreign-Trade Zone Corporation