

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM690355

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CloudBees, Inc.		11/24/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT II LLC		
<b>Street Address:</b>	200 West Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87090694	CLOUD BEES	
<b>Serial Number:</b>	85975667	CLOUDBEES	
<b>Serial Number:</b>	87090695	CLOUDBEES	
<b>Serial Number:</b>	88174492	CLOUDBEES CORE	
<b>Serial Number:</b>	86383009	CODESHIP	
<b>Serial Number:</b>	86383014	CODESHIP	
<b>Serial Number:</b>	87528198	DEVOPTICS	
<b>Serial Number:</b>	78153847	ELECTRIC CLOUD	
<b>Serial Number:</b>	78156518	ELECTRIC MAKE	
<b>Serial Number:</b>	78787713	ELECTRICACCELERATOR	
<b>Serial Number:</b>	78923843	ELECTRICCOMMANDER	
<b>Serial Number:</b>	86244408	ELECTRICFLOW	
<b>Serial Number:</b>	78711999	ELECTRICINSIGHT	
<b>Serial Number:</b>	87090692		
<b>Serial Number:</b>	87398772	SOFTWARE AT THE SPEED OF IDEAS	
<b>Serial Number:</b>	86270269	ELECTRICACCELERATOR HUDDLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 3127018637  
**Email:** IPDocket@mayerbrown.com  
**Correspondent Name:** William R. Siegel, Mayer Brown LLP  
**Address Line 1:** P.O. BOX 2828  
**Address Line 4:** CHICAGO, ILLINOIS 60690-2828

<b>ATTORNEY DOCKET NUMBER:</b>	21685745
<b>NAME OF SUBMITTER:</b>	William R. Siegel
<b>SIGNATURE:</b>	/william r siegel/
<b>DATE SIGNED:</b>	11/24/2021

**Total Attachments: 6**

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**GRANT OF**  
**SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of November 24, 2021 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT II LLC, a Delaware corporation (in its individual capacity, “**GS**”), located at 200 West Street, New York, NY 10282, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

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

WHEREAS, pursuant to the Credit Agreement, entered into as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among CLOUDBEES, INC., a Delaware corporation (the “**Borrower**”), the Guarantors from time to time party thereto, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and GS, as Administrative Agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of November 24, 2021, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. To secure payment, performance and observance of the Secured Obligations, each Grantor hereby pledges and grants to the Collateral

Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under (i) all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, (ii) all renewals of any of the foregoing, (iii) all rights to sue for past, present or future infringements of any of the foregoing, (iv) all good will of the business of the Grantor connected with and symbolized by any of the foregoing, and (v) all proceeds of any and all of the foregoing (collectively, the "**Trademark Collateral**"). For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a Trademark registration that would otherwise be deemed invalidated, cancelled, or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as a statement of use or amendment to allege use, as applicable, is filed with and accepted by the United States Patent and Trademark Office.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. In addition, the provisions of Sections 7.2, 7.6, 7.7, 7.8, 7.11, 7.12 and 7.16 of the Security Pledge Agreement are incorporated herein by reference, *mutatis mutandis*.

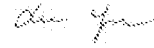
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**CLOUDBEES, INC.**

By:   
Name: Audrey Zhao  
Title: Chief Financial Officer

**GOLDMAN SACHS PRIVATE MIDDLE  
MARKET CREDIT II LLC,**  
as Collateral Agent



By: \_\_\_\_\_  
Name: David Yu  
Title: Authorized Signatory

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Grantor</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
CloudBees, Inc.	CLOUD BEES (Stylized)	87090694	7/1/2016	5297708	9/26/2017
CloudBees, Inc.	CLOUDBEES	85975667	6/8/2010	4047103	10/25/2011
CloudBees, Inc.	CLOUDBEES	87090695	7/1/2016	5145701	2/21/2017
CloudBees, Inc.	CLOUDBEES CORE	88174492	10/30/2018	5947479	12/31/2019
CloudBees, Inc.	CODESHIP	86383009	9/2/2014	4834791	10/20/2015
CloudBees, Inc.	CODESHIP	86383014	9/2/2014	4847367	11/3/2015
CloudBees, Inc.	DEVOPTICS	87528198	7/14/2017	5857975	9/10/2019
CloudBees, Inc.	ELECTRIC CLOUD	78153847	8/13/2002	2917954	1/11/2005
CloudBees, Inc.	ELECTRIC MAKE	78156518	8/21/2002	2968099	7/12/2005
CloudBees, Inc.	ELECTRICACCELERATOR	78787713	1/9/2006	3320939	10/23/2007
CloudBees, Inc.	ELECTRICCOMMANDER	78923843	7/6/2006	3332746	11/6/2007
CloudBees, Inc.	ELECTRICFLOW	86244408	4/7/2014	4791508	8/11/2015
CloudBees, Inc.	ELECTRICINSIGHT	78711999	9/13/2005	3206947	2/6/2007
CloudBees, Inc.	Infinity Logo	87090692	7/1/2016	5444028	4/10/2018
CloudBees,	SOFTWARE AT	87398772	05-APR-2017	5456802	01-MAY-2018

Inc.	THE SPEED OF IDEAS				
CloudBees, Inc.	ELECTRICACCELE RATOR HUDDLE	86270269	02-MAY- 2014	4778534	21-JUL-2015

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