# ETAS ID: TM690955

Electronic Version v1.1

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE: SECURITY INTEREST** 

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Marquis Software Solutions, Inc.		11/29/2021	Corporation: TEXAS

TRADEMARK ASSIGNMENT COVER SHEET

#### **RECEIVING PARTY DATA**

Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		
Street Address:	2001 Ross Avenue, Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Partnership: DELAWARE		

#### **PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Serial Number:	90595187	DOCUMATIX ON DEMAND
Serial Number:	90595175	DOCUMATIX
Registration Number:	6178904	MEMBER VALUE STATEMENT
Registration Number:	5899252	COMMLINK
Registration Number:	3509885	PROFITTRAX
Registration Number:	3094119	EXECUTRAX
Registration Number:	2994936	MARQUIS
Registration Number:	3001488	REFERRALTRAX
Registration Number:	3004144	MARKETTRAX
Registration Number:	2846506	CALLTRAX
Registration Number:	1983334	FASTRAX
Registration Number:	1909833	CENTRAX
Registration Number:	1909832	PEERTRAX
Registration Number:	4774942	WE SIMPLIFY COMMUNICATIONS
Registration Number:	5183637	MARKETING PATH

#### CORRESPONDENCE DATA

Fax Number: 3128637806

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

**REEL: 007508 FRAME: 0408** 

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

**Phone:** 3128637198

**Email:** nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6262.063	
NAME OF SUBMITTER:	Nancy Brougher	
SIGNATURE:	/njb/	
DATE SIGNED:	11/29/2021	

#### **Total Attachments: 5**

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#### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of November 29, 2021, by and between MARQUIS SOFTWARE SOLUTIONS, INC., a Texas corporation ("Grantor"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as collateral agent for certain secured parties ("Collateral Agent").

#### WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as November 29, 2021 by and among by and among Project Fortress Acquisition, LLC, a Delaware limited liability company ("Fortress Acquisition", and in its capacity as a borrower "Initial Borrower" and after giving effect to the Closing Date Acquisition, Falfurrias Financial Inc., a Delaware corporation ("Falfurrias" and in its capacity as holdings, "Holdings") and Marquis Software Solutions, Inc., a Texas corporation as a borrower ("Post-Closing Borrower"), Collateral Agent, the Persons signatory thereto from time to time as lenders (the "Lenders") and Goldman Sachs Specialty Lending Group, L.P., as Administrative Agent for the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans and other financial accommodations to the Company;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of November 29, 2021 by and among Grantor, the other grantors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Secured Obligations, Grantor granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.
- 3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms

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that the rights and remedies of Collateral Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

- 4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.
- 5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

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

MARQUIS SOFTWARE SOLUTIONS, INC., as

Grantor

Name: Steve Linden

Title: Assistant Treasurer

### ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent

Name: Justin Betzen

Title: Authorized Signatory

## Schedule A to Trademark Security Agreement

## Registered Trademarks

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE
DOCUMATIX ON DEMAND	90595187	Pending – Application filed 03/22/21	N/A	N/A
DOCUMATIX	90595175	Pending – Application filed 03/22/21	N/A	N/A
MEMBER VALUE STATEMENT	88859233	Registered	6178904	10/20/20
COMMLINK	88077529	Registered	5899252	10/29/19
PROFITTRAX	78446355	Registered	3509885	09/30/08
EXECUTRAX	78446351	Registered	3094119	05/16/06
MARQUIS	78446373	Registered	2994936	09/13/05
REFERRALTRAX	78446442	Registered	3001488	09/27/05
MARKETTRAX	78446376	Registered	3004144	10/04/05
CALLTRAX	78138484	Registered	2846506	05/25/04
FASTRAX	74520366	Registered	1983334	07/02/96
CENTRAX	74520367	Registered	1909833	08/08/95
PEERTRAX	74520365	Registered	1909832	08/08/95
WE SIMPLIFY COMMUNICATION S	85658930	Registered	4774942	07/21/15
MARKETING PATH	85548048	Registered	5183637	04/11/17

**RECORDED: 11/29/2021** 

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