

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699426

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900658202		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Widen Enterprises, LLC	FORMERLY Widen Enterprises, Inc.	11/22/2021	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Owl Rock Technology Finance Corp., as Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3078657	WIDEN	
Registration Number:	3156180	MEDIA COLLECTIVE	
Registration Number:	3255811	W WIDEN	
Registration Number:	5338578	WIDEN COLLECTIVE	
Registration Number:	5434242	CHIEF EUDAIMONIA OFFICER	
Registration Number:	5781422	W	
Registration Number:	6232887	WIDEN SUMMIT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1528887 TM		

NAME OF SUBMITTER:	Jonathan Larson
SIGNATURE:	/Jonathan Larson/
DATE SIGNED:	01/04/2022
Total Attachments: 5 source=Acquia (Widen Enterprises Joinder) - Trademark Security Agt (Nov-22-21)#page2.tif source=Acquia (Widen Enterprises Joinder) - Trademark Security Agt (Nov-22-21)#page3.tif source=Acquia (Widen Enterprises Joinder) - Trademark Security Agt (Nov-22-21)#page4.tif source=Acquia (Widen Enterprises Joinder) - Trademark Security Agt (Nov-22-21)#page5.tif source=Acquia (Widen Enterprises Joinder) - Trademark Security Agt (Nov-22-21)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of November 22, 2021 (this “Trademark Security Agreement”), is made by the signatory hereto listed under “Pledgor” (the “Pledgor”), in favor of Owl Rock Technology Finance Corp., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of November 1, 2019 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among, among others, Concord Merger Sub, Inc., a Delaware corporation (prior to the consummation of the Closing Date Acquisition, the “Borrower”) and Acquia Inc., a Delaware corporation (upon consummation of the Closing Date Acquisition, the “Borrower”), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations and extensions thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a

Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the USPTO.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

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

PLEDGOR:

WIDEN ENTERPRISES, LLC,
a Wisconsin limited liability company

DocuSigned by:

By: Mike Sullivan

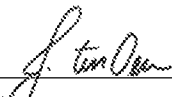
Name: Michael Sullivan

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

OWL ROCK TECHNOLOGY FINANCE CORP.,
as Collateral Agent

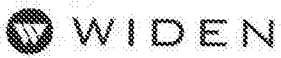

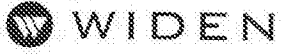
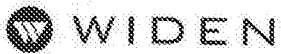
By: 
Name: Jon ten Oever
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007515 FRAME: 0469

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Owner of Item	Jurisdiction	App. No.	Reg. No.	Reg. Date
WIDEN	Widen Enterprises, Inc.	US	78465687	3078657	April 11, 2006
MEDIA COLLECTIVE	Widen Enterprises, Inc.	US	78465708	3156180	October 17, 2006
 WIDEN	Widen Enterprises, Inc.	US	78929750	3255811	June 26, 2007
WIDEN COLLECTIVE	Widen Enterprises, Inc.	US	87345036	5338578	November 21, 2017
CHIEF EUDAIMONIA OFFICER	Widen Enterprises, Inc.	US	87217105	5434242	March 27, 2018
	Widen Enterprises, Inc.	US	88199251	5781422	June 18, 2019
WIDEN SUMMIT	Widen Enterprises, Inc.	US	88945646	6232887	December 29, 2020
 WIDEN	Widen Enterprises, Inc.	WIPO/Madrid	1415551	1415551	March 29, 2018
 WIDEN	Widen Enterprises, Inc.	Canada	1896808	TMA 1 097 999	April 12, 2021