

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Snaplogic, Inc.		12/08/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	T2C Agent, LLC		
Street Address:	2100 McKinney Avenue, Suite 1500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3781530	SNAPLOGIC	
Registration Number:	4191656	SNAPLOGIC	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	98877-10390		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	12/09/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of December 8, 2021, is entered into by and among Snaplogic, Inc., a Delaware corporation (the “**Grantor**”) and T2C Agent, LLC, as Investor Representative (the “**Assignee**”) pursuant to (i) that certain Pledge and Security Agreement, dated as of December 8, 2021, among the Assignee, the Grantor and the other grantors party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), and (ii) that certain Senior Secured Convertible Note Purchase Agreement, dated as of December 8, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), among the Grantor, certain of the Grantor’s affiliates, the Assignee, and certain Investors party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Note Purchase Agreement, as applicable. For purposes of this Agreement, “**Trademarks**” shall mean all of the following now owned or hereafter acquired by the Grantor: (a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing including, including, without limitation, the applications and registrations listed on Schedule A hereto and (b) with respect to any and all of the foregoing: (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (iv) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral of the Grantor, including Grantor’s Trademarks.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Security Agreement, as collateral security for the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of the Secured Obligations, the Grantor hereby grants to the Assignee a security interest in and continuing Lien on all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or hereafter acquired or arising and wherever located.

(b) Notwithstanding anything to the contrary contained in clause (a), the security interest created by this Agreement shall not extend to any Excluded Assets, including any applications for trademarks or service marks filed in the United States Patent and Trademark Office

or any successor thereto (the “**PTO**”) on the basis of the applicant’s intent-to-use such trademark or service mark, prior to the filing of an amendment with the PTO under 15 U.S.C. §1051(c) that brings the application into conformity with 15 U.S.C. §1051(a) or the filing of a verified statement of use with the PTO under 15 U.S.C. §1051(d) that has been examined and accepted by the PTO.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Agreement shall be coterminous with the term of the Security Agreement.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Note Purchase Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

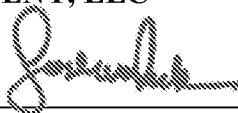
4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

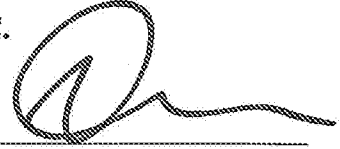
T2C AGENT, LLC

By: 
Name: Joshua Peck
Title: Vice President

Address:
2100 McKinney Avenue, Suite 1500
Dallas, Texas 75201
Attn: Joshua Peck; Sixth Street Legal
E-mail: JPeck@sixthstreet.com;
SixthStreetLegal@sixthstreet.com

GRANTOR:

SNAPLOGIC, INC.



By: _____

Name: Gaurav Dhillon

Title: Chief Executive Officer

Address of Grantor:

1825 S. Grant Street, 5th Floor
San Mateo, CA 94402

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

Registered Trademarks

Grantor	Trademark Name	Application Number	Filing Date	Status	Registration Number	Registration Date
Snaplogic, Inc.	SNAPLOGIC	1783278 / A0058594	5/3/2016	Registered	1783278 / IR 1302745	5/3/2016
Snaplogic, Inc.	SNAPLOGIC	1783733	5/24/2016	Registered	TMA971807	5/26/2017
Snaplogic, Inc.	SNAPLOGIC	A0058594	5/3/2016	Registered	IR 1302745	5/3/2016
Snaplogic, Inc.	SNAPLOGIC	006414544	10/19/2007	Registered	006414544	9/18/2008
Snaplogic, Inc.	SNAPLOGIC	A0058594	5/3/2016	Registered	IR 1302745	5/3/2016
Snaplogic, Inc.	SNAPLOGIC	A0058594	5/3/2016	Registered	IR 1302745	5/3/2016
Snaplogic, Inc.	SNAPLOGIC	A0058594	5/3/2016	Registered	IR 1302745	5/3/2016
Snaplogic, Inc.	SNAPLOGIC	1046844 / A0058594	5/3/2016	Registered	1046844 / IR 1302745	5/3/2016
Snaplogic, Inc.	SNAPLOGIC	77161001	4/19/2007	Registered	3781530	4/27/2010
Snaplogic, Inc.	SNAPLOGIC	A0058594	5/3/2016	Registered	IR 1302745	5/3/2016
Snaplogic, Inc.	SNAPLOGIC (stylized)	010333532	10/12/2011	Registered	010333532	3/20/2012
Snaplogic, Inc.	SNAPLOGIC (stylized)	85311542	5/3/2011	Registered	4191656	8/14/2012
Snaplogic, Inc.	SNAPLOGIC	911033432	5/13/2016	Registered	911033432	7/3/2018
Snaplogic, Inc.	SNAPLOGIC	911033394	5/13/2016	Registered	911033394	3/10/2020
Snaplogic, Inc.	SNAPLOGIC (stylized)	UK00910333532	10/12/2011	Registered	UK00910333532	3/20/2012
Snaplogic, Inc.	SNAPLOGIC	UK00906414544	10/19/2007	Registered	UK00906414544	9/18/2008

Applications for Registration of Trademarks

None.