

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Conteneo, Inc.		12/16/2021	Corporation:
Scaled Agile, Inc.		12/16/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Collateral Agent		
Street Address:	300 South Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4876699	SCALED AGILE	
Registration Number:	4200296	SCALED AGILE PARTNERS	
Registration Number:	4308326	SCALED AGILE FRAMEWORK	
Registration Number:	4627400	SAFE	
Registration Number:	4627401	SAFE	
Registration Number:	4833863	SCALED AGILE	
Registration Number:	5947368	SAFE	
Registration Number:	5947369	SCALED AGILE	
Registration Number:	5947371	SAFE	
Registration Number:	5947372	SCALED AGILE	
Registration Number:	3138356	INNOVATION GAMES	
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		

CH \$290.00 4876699

Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 34632-31150

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 12/16/2021

Total Attachments: 7

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**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of December 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Barings Finance LLC (“Barings”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Security Agreement referred to therein.

WHEREAS, Flatiron Parent LLC (“Parent” or the “Initial Borrower”), and immediately following the consummation of the Merger, Scaled Agile, Inc. (the “Company” and upon assumption of the Initial Borrower’s obligations thereunder, the “Borrower”), Business Agility Parent, Inc. (“Holdings”), Scaled Agile Holdings, LLC (“Intermediate Holdings I”), Scaled Agile Intermediate Holdings, LLC (“Intermediate Holdings II”), Barings, as Administrative Agent and Collateral Agent, each other L/C Issuer and each Lender from time to time party thereto have entered into the Credit Agreement, dated as of December 16, 2021 (the “Closing Date”) (as amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrower and the Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”), in each case, other than Excluded Property:

- (a) all Trademarks, including the registered and pending Trademarks in the United States Patent and Trademark Office that are set forth in Schedule A hereto (excluding any Excluded Property);

- (b) all Proceeds and products of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by each Grantor party hereto for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission (including “.pdf” or “.tif” files) shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, mutatis mutandis.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-

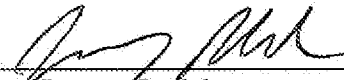
faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Conflicts; Acceptable Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of any Acceptable Intercreditor Agreement. In the event of any conflict between the terms of any Acceptable Intercreditor Agreement and this Trademark Security Agreement, the terms of such Acceptable Intercreditor Agreement shall govern and control.

[Signature Pages Follow]

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

CONTENEO, INC.
as Initial Grantor

By: 
Name: Jeremy Rudel
Title: Vice President, Treasurer and Secretary

SCALED AGILE, INC.
as Initial Grantor

By: 
Name: Jeremy Rudel
Title: Chief Financial Officer

BARINGS FINANCE LLC, as Collateral Agent

By: _____
Name:
Title:

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

CONTENEO, INC.
as Initial Grantor

By: _____
Name: Jeremy Rudel
Title: Vice President, Treasurer and
Secretary

SCALED AGILE, INC.
as Initial Grantor

By: _____
Name: Jeremy Rudel
Title: Vice President, Treasurer and
Secretary

BARINGS FINANCE LLC, as Collateral
Agent

By: Brianne Ptacek
Name: Brianne Ptacek
Title: Managing Director

SCHEDULE A

United States Trademark Registrations and Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Scaled Agile, Inc.	SCALED AGILE	Registered: 12/29/15 Registration No.: 4876699
Scaled Agile, Inc.	SCALED AGILE PARTNERS	Registered: 8/28/2012 Registration No.: 4200296
Scaled Agile, Inc.	SCALED AGILE FRAMEWORK & DESIGN	Registered: 3/26/2013 Registration No.: 4308326
Scaled Agile, Inc.	SAFE & DESIGN	Registered: 10/28/2014 Registration No.: 4627400
Scaled Agile, Inc.	SAFE	Registered: 10/28/2014 Registration No.: 4627401
Scaled Agile, Inc.	SCALED AGILE	Registered: 10/13/2015 Registration No.: 4833863
Scaled Agile, Inc.	SAFE	Registered: 12/31/2019 Registration No.: 5947368
Scaled Agile, Inc.	SCALED AGILE	Registered: 12/31/2019 Registration No.: 5947369
Scaled Agile, Inc.	SAFE & DESIGN	Registered: 12/31/2019 Registration No.: 5947371
Scaled Agile, Inc.	SCALED AGILE	Registered: 12/31/2019 Registration No.: 5947372

Conteneo, Inc.	INNOVATION GAMES	Registered: 9/5/06 Registration No.: 3138356
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