

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MadCap Software, Inc.		12/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5524540	MADCAP	
Registration Number:	3160840		
Registration Number:	1763633	DOC-TO-HELP	
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:	1560083 TM		
NAME OF SUBMITTER:	Gwendolyn Meccas		
SIGNATURE:	/Gwendolyn Meccas/		
DATE SIGNED:	12/30/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 30, 2021, by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and **SILICON VALLEY BANK**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, “*Administrative Agent*”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Credit Agreement, dated as of December 30, 2021, by and among **MC ACQUISITION CO.**, a Delaware corporation (“**Holdings**”), **MC MERGER SUB, INC.**, a Delaware corporation (“**Initial Borrower**”), **MADCAP SOFTWARE, INC.**, a Delaware corporation (“**Opco Borrower**”) and together with Initial Borrower, jointly and severally, individually and collectively, the “**Borrower**”), the several Lenders party thereto from time to time, the Administrative Agent, and Silicon Valley Bank, as Issuing Lender and Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to Borrower under the Credit Agreement, Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s and each other Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past,

present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MADCAP SOFTWARE, INC.

By: 

Name: Roland Anderson

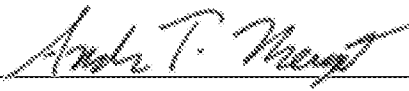
Title: Secretary and Treasurer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007546 FRAME: 0015

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: _____

Name: Andrew Merget

Title: Director

EXHIBIT A

COPYRIGHTS

Registered Copyrights

None.

Pending Copyright Applications

None.

EXHIBIT B

PATENTS

Issued Patents

Jurisdiction	Patent No.	Issue Date	Inventor	Title
U.S.	11126787	09/21/2021	Anthony Olivier; Vincent Denosta; Francis Novak; Richard Martin	GENERATING RESPONSIVE CONTENT FROM AN ELECTRONIC DOCUMENT
U.S.	9058312	06/16/2015	Bjorn Eric Pekka Backlund	WHAT-YOU-SEE-IS- WHAT-YOU-GET EDITOR WITH USER INTERFACE FOR EDITING THE UNDERLYING STRUCTURE OF CONTENT
U.S.	7934153	04/26/2011	Bjorn Eric Pekka Backlund	VISUAL DOCUMENT STRUCTURE INDICATOR (VDSI)

Pending Patent Applications

Jurisdiction	Serial No.	Filing Date	Inventor	Title
U.S.	16/507,754	July 10, 2019	Anthony Olivier Rick Martin Vince Denosta Francis Novak	METHODS AND SYSTEMS FOR CREATING AND MANAGING MICRO CONTENT FROM AN ELECTRONIC DOCUMENT

EXHIBIT C
TRADEMARKS

Issued Trademarks Registered Trademarks of MadCap Software, Inc.

Jurisdiction*	Registration No.	Registration Date	Filing Date	Registered Owner	Mark
U.S.	5524540	07/24/2018	12/20/2017	MadCap Software, Inc.	MADCAP
EU	IR1421151	02/08/2019	06/18/2018	MadCap Software, Inc.	MADCAP
UK	UK00801421151	01/19/2019	06/18/2018	MadCap Software, Inc.	MADCAP
WIPO	IR1421151	06/18/2018	06/18/2018	MadCap Software, Inc.	MADCAP
U.S.	3160840	10/17/2006	06/08/2005	MadCap Software, Inc.	MadCap logo
U.S.	1763633	04/06/1993	08/20/1991	MadCap Software, Inc.	DOC-TO-HELP

*for any domain name, include internet protocol address and registrar of such domain name

Pending Trademark Applications

None.

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