

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIELDWARE, LLC		12/30/2021	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	ONE EAST WASHINGTON STREET		
Internal Address:	SUITE 1400		
City:	PHOENIX		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2865041	OFFENDERLINK	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	248435.000099		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	12/31/2021		
Total Attachments: 10			
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CH \$40.00 2865041

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 30, 2021 (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), and FIELDWARE, LLC, an Illinois limited liability company, TC FIELDWARE INTERMEDIATE, INC., a Delaware corporation, and TC FIELDWARE ACQUISITION, INC., a Delaware corporation (jointly and severally, collectively and individually, "Grantor") is made with reference to the Loan and Security Agreement, dated as of December 30, 2021 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
- (f) design rights;
- (g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by any such license or rights;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include: (i) any trademark applications filed on an "intent-to-use" basis, until the earlier of (a) the filing of a statement of use with respect thereto or (b) the issuance of a registration therefor; provided that upon the termination, lapsing or expiration of any such prohibition, such property shall automatically be subject to the security interest granted in favor of Lender under the Loan and

Security Agreement between Grantor and Lender and become part of the "Intellectual Property Collateral"; (ii) any lease, license or other agreement or contract to the extent that a grant of a security interest therein would require a consent not obtained or violate or invalidate such lease, license or agreement or contract, or any requirement of law applicable thereto prohibits the creation of a Lien thereon, or create a right of termination in favor of any other party thereto (other than the Borrower), but only, with respect to such prohibition, to the extent, and for as long as, such prohibition is not terminated, lapses, expires or rendered unenforceable or otherwise deemed ineffective by the Code or any other requirement of law (including, without limitation, Sections 9-406, 9-408 or 9-409 (or any other Section) of Division 9 of the Code); and (iii) any property owned by any Grantor that is subject to a purchase money Lien or a capitalized lease permitted under the Loan and Security Agreement if the contractual obligation pursuant to which such Lien is granted prohibits or requires the consent of any Person other than such Borrower or its Affiliates which has not been obtained as a condition to the creation of any other Lien on such property; provided, further, any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment shall be part of the "Intellectual Property Collateral" so long as such cash proceeds and/or noncash proceeds are not otherwise excluded from the definition of "Intellectual Property Collateral" pursuant to the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

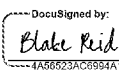
GRANTOR:

LENDER:

FIELDWARE, LLC, an Illinois limited liability company

WESTERN ALLIANCE BANK, an Arizona corporation

By  _____
DocuSigned by:
7501C56EB50AC4E...

By  _____
DocuSigned by:
4A56923AC0994A1...

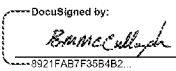
Name: Scott Grundberg

Name: Blake Reid

Title: Chief Executive Officer

Title: Senior Director


TC FIELDWARE INTERMEDIATE, INC., a Delaware corporation

By  _____
DocuSigned by:
9921FAB7F3584B2...

Name: Brian McCullough

Title: President, Treasurer, and Secretary

TC FIELDWARE ACQUISITION, INC., a Delaware corporation

By  _____
DocuSigned by:
9921FAB7F3584B2...

Name: Brian McCullough

Title: President, Treasurer, and Secretary

Address for Notices:

Attn: Scott Grundberg
Brian McCullough
c/o Taubman Capital
200 E. Long Lake Road, Suite 300
Bloomfield Hills, MI 48304

Address for Notices:

Attn: Legal Department
One East Washington Street, Suite 1400
Phoenix, Arizona 85004
Tel: (408) 556-6501
Fax: (408) 282-1681

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist ✓

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre-registered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
OFFENDERLINK	78244956	2,865,041		(07/20/2004)

EXHIBIT C

PATENTS

Please Check if No Patents Exist ✓

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>

Certificate Of Completion

Envelope Id: E566EC4C9ADD49CBB4CF8F56D4AE7AF1

Status: Completed

Subject: Please DocuSign: WAB - Fieldware - IP Security Agreement.pdf, WAB - Fieldware - Limited Liabili...

Source Envelope:

Document Pages: 207

Signatures: 23

Envelope Originator:

Certificate Pages: 4

Initials: 0

Crystal Burch

AutoNav: Enabled

One East Washington Street

Enveloped Stamping: Enabled

Phoenix, AZ 85004

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

CBurch@westernalliancebank.com

IP Address: 199.71.239.39

Record Tracking

Status: Original

Holder: Crystal Burch

Location: DocuSign

12/30/2021 8:17:11 AM

CBurch@westernalliancebank.com

Signer Events

Blake Reid

blake.reid@bridgebank.com

Senior Director

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:



4A56523AC6994A1...

Signature Adoption: Pre-selected Style

Using IP Address: 199.71.239.39

Timestamp

Sent: 12/30/2021 8:46:37 AM

Viewed: 12/30/2021 8:47:22 AM

Signed: 12/30/2021 8:50:13 AM

Electronic Record and Signature Disclosure:

Accepted: 12/30/2021 8:47:22 AM

ID: 72676afb-0e3c-4c92-bde6-836b1d98d6e9

Scott Grundberg

sgrundberg@fieldware.com

Managing Partner

Fieldware LLC

Security Level: Email, Account Authentication (None), Authentication

DocuSigned by:

Scott Grundberg

7B01C86B5AC45E...

Signature Adoption: Pre-selected Style

Using IP Address: 73.14.107.209

Sent: 12/30/2021 8:46:36 AM

Viewed: 12/30/2021 8:53:03 AM

Signed: 12/30/2021 8:53:45 AM

Authentication Details

ID Check:

Transaction: 31013564644305

Result: passed

Vendor ID: LexisNexis

Type: iAuth

Recipient Name Provided by: Recipient

Information Provided for ID Check: Address, SSN9, SSN4, DOB

Performed: 12/30/2021 8:52:54 AM

Question Details:

passed vehicle.historical.color.real

passed property.association.single.real

passed corporate.association.fake

passed property.county.real

passed vehicle.color.real

passed property.city.real

Electronic Record and Signature Disclosure:

Accepted: 12/30/2021 8:53:03 AM

ID: 5d498330-75be-4c86-b480-6737dcc2b303

Brian McCullough

bmccullough@taubmgmt.com

Authorized Signatory

Security Level: Email, Account Authentication (None), Authentication

DocuSigned by:



8921FAB37F35B4B2...

Signature Adoption: Uploaded Signature Image

Using IP Address: 70.91.230.117

Sent: 12/30/2021 8:46:37 AM

Viewed: 12/30/2021 8:54:37 AM

Signed: 12/30/2021 8:55:28 AM

Authentication Details

Signer Events	Signature	Timestamp
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ID Check:

Transaction: 31013564636515

Result: passed

Vendor ID: LexisNexis

Type: iAuth

Recipient Name Provided by: Recipient

Information Provided for ID Check: Address

Performed: 12/30/2021 8:54:30 AM

Question Details:

passed person.age.real

passed person.state.real

passed county.lived.single.fake

passed property.street.in.city.real

passed vehicle.historical.association.real

passed vehicle.historical.association.real

Electronic Record and Signature Disclosure:

Accepted: 12/30/2021 8:54:37 AM

ID: a8d9b46c-4c07-4222-9489-561a82db66ba

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

12/30/2021 8:46:37 AM

Certified Delivered

Security Checked

12/30/2021 8:54:37 AM

Signing Complete

Security Checked

12/30/2021 8:55:28 AM

Completed

Security Checked

12/30/2021 8:55:28 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC COMMUNICATIONS, RECORD AND SIGNATURES

You agree that Western Alliance Bank ("we," "us," "our," or similar terms) may use electronic communications to enter into agreement and contracts between ourselves and you and otherwise to establish terms and conditions for products and services you receive from or through us. Electronic agreements may be provided to you though such things as hyperlinks or "click-through" agreements on our web site. Your consent to or agreement with the electronic communication in these circumstances may occur by your clicking "agreed" or similar terms, or by your subsequent use of a product or service, or otherwise as may be specified in the communication or as provided by law (subject to any limitations set forth in the communication). Your signature and agreement may be obtained by us electronically and includes mouse clicks, key strokes, your use of passwords or other authentication systems, or as is otherwise set forth in the particular electronic communication.

You agree not to contest the authorization for, or validity or enforceability of, our electronic records and documents, or the admissibility of copies thereof, under any applicable law related to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records and electronically "signed" documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon our request, you agree to manually sign or place your signature on any paper original of any record or "signed" document which we provide to you containing your purported signature.

If you choose not to agree to these terms, it will not limit our ability to otherwise communicate with you electronically, to the extent not prohibited by applicable law. However, it may slow the speed at which we can complete certain steps and complete transactions with you.

We reserve the right, from time to time, to deliver one or more communications in paper form instead of electronic form by mailing or emailing a communication to the last known mailing or email address on our records for you. In the event that we do so, we may continue to provide communications to you in electronic form.

If you download or print any confidential materials, be sure that you store them in a secure environment, just as you would paper-based bank records.

Getting paper copies

You may obtain paper copies of any of the communications the Bank provides to you electronically by sending your written request to **Western Alliance Bank, Atten: Treasury Management Support, One East Washington Street, Suite 1400, Phoenix, AZ 85004**. If you request a paper-based copy, the Bank will provide the first copy to you free of any Bank fees or charges. Although we do not currently impose a fee or other charge for additional paper copies of electronic communications, we reserve the right to impose a fee or charge in the future and to change such fee at any time.

Required hardware and software

In order for you to access and retain the electronic communications, you will need a computer with sufficient memory to store electronic records as well as a working connection to the internet. The requirements are as follows:

Operating System	Microsoft Internet Explorer	Apple Safari®	Mozilla Firefox®
Windows Vista®	9.0	4.0, 5.0	33.0, 34.0
Windows 7	10.0, 11.0	N/A	33.0, 34.0

Windows 8	10.0	N/A	33.0, 34.0
Windows 8.1	11.0	N/A	33.0, 34.0
Mac OS X 10.9 (Maverick™)	N/A	6.01	33.0, 34.0
Hardware:	Browser configured to support:		
• 1 GHz Celeron processor	• 128-bit encryption		
• 1024x768 SVGA resolution at 256 colors	• JavaScript		
• 500 MB RAM	• Cookies		
• 128 Kbps (slowest DSL) or better	• Cascading Style Sheets		
	• Browser page cache should be set to get a new version every visit to the page		

In addition, you will need to have Adobe® Reader installed on your device to be able to view and/or save the electronic documents.

Access, Retention and Agreement Acknowledgement

By checking the 'I Agree' box, I confirm and acknowledge each of the following:

- I can access and read this ELECTRONIC COMMUNICATIONS, RECORDS AND SIGNATURES document;
- I can print or electronically store and save this document, for future reference and access; and
- I agree to all of the terms of this ELECTRONIC COMMUNICATIONS, RECORDS AND SIGNATURES document.

Western Alliance Bank. Member FDIC.