

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARKS		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PlacelQ, Inc.		02/11/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BARLCAYS BANK PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4891558	PLACEIQ	
Registration Number:	4708730	PVR	
Registration Number:	5156600	FRECKLE IOT	
Registration Number:	5156627	FRECKLE IOT & DESIGN	
Serial Number:	87271865	LANDMARK	
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:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1596151 TM IPSA 2L		
NAME OF SUBMITTER:	Jenny Lim		
SIGNATURE:	/Jenny Lim/		
DATE SIGNED:	02/15/2022		

OP \$140.00 4891558

Total Attachments: 6

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SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARKS

This **SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARKS** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Trademark Security Agreement”), dated as of February 11, 2022, is among PlaceIQ, Inc., a Delaware corporation (the “Grantor”), and Barclays Bank PLC, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Starfish Holdco, LLC, a Delaware limited liability company (“Holdings”), and Precisely Software Incorporated (f/k/a Syncsort Incorporated), a New Jersey corporation, have entered into that certain Second Lien Credit Agreement, dated as of April 23, 2021 (as amended by that certain First Amendment to Second Lien Credit Agreement, dated as of May 28, 2021, as further amended by that certain Second Amendment to Second Lien Credit Agreement, dated as of July 13, 2021, as further amended by that certain Third Amendment to Second Lien Credit Agreement, dated as of the date hereof, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto and Barclays Bank PLC, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the Grantor has executed and delivered that certain Second Lien Security Agreement Supplement, dated as of the date hereof (the “Security Agreement Supplement”), which amends that certain Second Lien Security Agreement, dated as of April 23, 2021 (as amended by that certain Second Lien Security Agreement Supplement, dated as of May 28, 2021, as further amended by that certain Second Lien Security Agreement Supplement, dated as of July 13, 2021, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement Supplement and the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed thereunder to execute this Second Lien Trademark Security Agreement for recording with the USPTO.

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

A. Grant of Security. The Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of the Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties,

a security interest in and to all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the "Collateral"):

a. all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the "Trademarks");

b. all extensions and renewals of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

c. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

d. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Second Lien Trademark Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this Second Lien Trademark Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Second Lien Trademark Security Agreement.

D. Execution in Counterparts; Electronic Execution. This Second Lien 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. The words "execution," "execute," "signed," "signature," and words of like import in this Second Lien Trademark Security Agreement or any amendment or other modification hereof shall be deemed to include electronic signatures or the keeping of records in

electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

E. Grants, Rights and Remedies. This Second Lien Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Second Lien Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. Sections 10.15, 10.16 and 10.17 of the Credit Agreement are hereby incorporated by reference, mutatis mutandis.

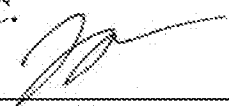
G. Intercreditor Agreement. Notwithstanding any provision to the contrary in this Second Lien Trademark Security Agreement (but without expanding the scope of the Collateral as set forth in this Second Lien Trademark Security Agreement and the Credit Agreement), in the event of any conflict or inconsistency between the provisions of the First Lien/Second Lien Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.15 of the Credit Agreement) and this Second Lien Trademark Security Agreement, the provisions of the First Lien/Second Lien Intercreditor Agreement or such other intercreditor agreement, as applicable, shall prevail.

[SIGNATURE PAGES FOLLOW]

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

PLACEIQ, INC.

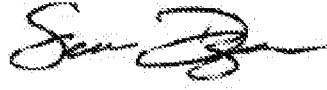
By: _____


Name: Joseph D. Rogers
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007634 FRAME: 0343


BARCLAYS BANK
PLC, as Collateral Agent

A handwritten signature in black ink, appearing to read "Sean Duggan", written over a light gray grid background.

By:
Name: Sean Duggan
Title: Vice President

SCHEDULE A

Registered Trademarks

Trademark	Record Owner	Jurisdiction	Serial No./ Reg. No.	Filing Date/ Reg. Date	Status
PLACEIQ	PlaceIQ, Inc.	United States	86/481509/ 4,891,558	12/16/2014/ 1/26/2016	Registered
PVR	PlaceIQ, Inc.	United States	85/846343/ 4,708,730	2/11/2013/ 3/24/2015	Registered
FRECKLE IOT	Freckle I.O.T. Ltd.	United States	86/466089/ 5,156,600	11/26/2014/ 3/07/2017	Registered
	Freckle I.O.T. Ltd.	United States	86/477917/ 5,156,627	12/11/2014/ 3/07/2017	Registered

Trademark Applications

Trademark	Record Owner	Jurisdiction	Serial No./ Reg. No.	Filing Date/ Reg. Date	Status
LANDMARK	PlaceIQ, Inc.	United States	87/271865	12/16/2016	Pending