

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELEVEN SOFTWARE INC.		04/25/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BAIN CAPITAL CREDIT, LP		
Street Address:	200 CLARENDON STREET		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4114663	ELEVEN	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Andrew DeFalco		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	66478.266		
NAME OF SUBMITTER:	Andrew DeFalco		
SIGNATURE:	/Andrew DeFalco/		
DATE SIGNED:	04/26/2022		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”), is entered into as of April 25, 2022, by and among the Grantors listed on the signature page hereto (collectively, the “**Grantors**”) and **BAIN CAPITAL CREDIT, LP**, as administrative agent for the Purchasers (in such capacity, the “**Administrative Agent**”).

RECITALS

A. Administrative Agent and the Purchasers have agreed to purchase Term Notes from the Issuer and extend certain financial accommodations to the Issuer, in the amounts and manner set forth in that certain Note Purchase and Revolving Credit Agreement, dated as of the date herewith, by and among **ELEVEN SOFTWARE HOLDINGS, INC.**, a Delaware corporation (“**Holdings**”), **ES MERGER SUB, INC.**, a Delaware corporation (the “**Initial Issuer**”), **ELEVEN SOFTWARE INC.**, a Delaware corporation (the “**Ultimate Issuer**”), the several banks and other financial institutions or entities from time to time parties thereto (each, a “**Purchaser**” and, collectively, the “**Purchasers**”) and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “**Note Purchase Agreement**”). Unless otherwise specified, capitalized terms used herein are used as defined in the Note Purchase Agreement.

B. In consideration of the agreement by Administrative Agent and Purchasers to purchase Term Notes from the Issuer and make the Revolving Loans to the Issuer under the Note Purchase Agreement, the Issuer 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, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”).

C. Administrative Agent and Purchasers are willing to purchase Term Notes from the Issuer and make the Revolving Loans to the Issuer, but only upon the condition, among others, that the Issuer and each other Grantor shall grant to Administrative Agent a security interest in certain Intellectual Property (as defined in the Guarantee and Collateral Agreement) to secure the obligations of the Issuer and each other Grantor under the Note Purchase Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Note Purchase Agreement and the Guarantee and Collateral Agreement, the Issuer and Holdings have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Issuer’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 Note Purchase Agreement and Note Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its Obligations under the Note Purchase Agreement and Note Documents, each Grantor grants to Administrative Agent a security interest in all of such Grantor's right, title and interest in, to and under the following Intellectual Property (as defined in the Guarantee and Collateral Agreement) collateral:
 - a. the Patents and Patent Licenses (as such terms are defined in the Guarantee and Collateral Agreement) listed on Exhibit A hereto;
 - b. the Trademarks and Trademark Licenses (as such terms are defined in the Guarantee and Collateral Agreement) listed on Exhibit B hereto;
 - c. the Copyrights and Copyright Licenses (as such terms are defined in the Guarantee and Collateral Agreement) listed on Exhibit C hereto;

and including, without limitation, all proceeds of the foregoing (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits) and goodwill associated therewith, 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.

2. This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Note Purchase Agreement and the other Note Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Note Purchase Agreement or any of the Note Documents, 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 Administrative Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Note Purchase Agreement or any of the other Note Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.
3. Upon the Discharge of Obligations, the Collateral shall be released from the Liens in favor of the Administrative Agent and the other Secured Parties created hereby, this Agreement shall terminate with respect to the Administrative Agent and the other Secured Parties, and all obligations (other than those expressly stated to survive such termination) of each Grantor to the Administrative Agent or any other Secured Party hereunder shall terminate, all without delivery of any instrument or performance of any act by any party. At the sole expense of any Grantor following any such termination, the Administrative Agent shall deliver such documents as such Grantor shall reasonably request to evidence such termination.


4. **THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.**
5. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
6. The words “execution,” “signed,” “signature,” and words of like import in this Agreement or any other certificate or written instrument delivered in connection therewith 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.
7. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and each other Secured Party and their respective successors and assigns.
8. Sections 10.2 (Notices), 10.10 (Severability), 10.11 (Integration), 10.13 (Submission to Jurisdiction; Waivers) and 10.16 (Treatment of Certain Information; Confidentiality) of the Note Purchase Agreement are incorporated by reference; mutatis mutandis.

[Remainder of Page Left Intentionally Blank]

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.

GRANTORS:

ELEVEN SOFTWARE INC.

By:  732371EBC0A443E
Name: Hannah Danielle Greenberg
Title: Chief Executive Officer and President

[Signature Page to Intellectual Property Security Agreement]

ADMINISTRATIVE AGENT:

BAIN CAPITAL CREDIT, LP

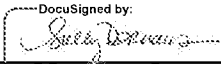
By: 
Name: Sally Dornaus
Title: Managing Director/CFO-Bain Capital Credit, LP

EXHIBIT A

PATENTS AND PATENT LICENSES

Client	Case Status	Country	Title	Filing Date	Application No.
Eleven Software, Inc.	Pending	US	P001 KEY MATCHING FOR EAPOL HANDSHAKE USING DISTRIBUTED COMPUTING	Aug-24-2021	17/410,933
Eleven Software, Inc.	Pending	PCT	P001PCT KEY MATCHING FOR EAPOL HANDSHAKE USING DISTRIBUTED COMPUTING	Aug-24-2021	PCT/US2021/047386

EXHIBIT B

TRADEMARKS AND TRADEMARK LICENSES

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
ELEVEN	Eleven Software, Inc.	015555279	06/17/2016	015555279	10/25/2016
ELEVEN	Eleven Software, Inc.	015555279	06/17/2016	UK009015555279	10/25/2016
ELEVEN	Eleven Software, Inc.	85/387,050	08/02/2011	4114663	03/20/2012

EXHIBIT C
COPYRIGHTS AND COPYRIGHT LICENSES

None.

ACTIVE/116478389.1

RECORDED: 04/26/2022

TRADEMARK
REEL: 007702 FRAME: 0374