

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM725112

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                              | Formerly | Execution Date | Entity Type                         |
|-----------------------------------|----------|----------------|-------------------------------------|
| VINESPRING SOFTWARE LLC           |          | 04/29/2022     | Limited Liability Company: DELAWARE |
| EVOLVE SOFTWARE LLC               |          | 04/29/2022     | Limited Liability Company: DELAWARE |
| MEGASYS HOSPITALITY SYSTEMS, INC. |          | 04/29/2022     | Corporation: OKLAHOMA               |
| VONIGO SOFTWARE LTD.              |          | 04/29/2022     | Company: BRITISH COLUMBIA           |

## RECEIVING PARTY DATA

|                          |                                     |
|--------------------------|-------------------------------------|
| <b>Name:</b>             | ALTER DOMUS (US) LLC                |
| <b>Street Address:</b>   | 225 W. Washington Street            |
| <b>Internal Address:</b> | 9th Floor                           |
| <b>City:</b>             | Chicago                             |
| <b>State/Country:</b>    | ILLINOIS                            |
| <b>Postal Code:</b>      | 60606                               |
| <b>Entity Type:</b>      | Limited Liability Company: DELAWARE |

## PROPERTY NUMBERS Total: 12

| Property Type        | Number  | Word Mark     |
|----------------------|---------|---------------|
| Registration Number: | 5274976 | EVOLVE        |
| Registration Number: | 3910861 | VINESPRING    |
| Registration Number: | 5577633 | GUESTKEY      |
| Registration Number: | 5626221 | GUESTREZ      |
| Registration Number: | 5626218 | CAMPREZ       |
| Registration Number: | 5626220 | MEGALYNX      |
| Registration Number: | 3863534 | PORTFOLIO HMS |
| Registration Number: | 4140639 | CAMP BACKPACK |
| Registration Number: | 4069048 | MEGATOUCH     |
| Registration Number: | 2380814 | MEGAPRO       |
| Registration Number: | 4123956 | VONIGO        |
| Registration Number: | 2380813 | LODGEPRO      |

CH \$315.00 5274976

**CORRESPONDENCE DATA****Fax Number:** 3105572193*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.***Phone:** 310-557-2900**Email:** KLATHROP@PROSKAUER.COM**Correspondent Name:** PROSKAUER ROSE LLP**Address Line 1:** 2029 CENTURY PARK EAST, SUITE 2400**Address Line 2:** C/O KIMBERLEY A. LATHROP**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

|                                |           |
|--------------------------------|-----------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 54934.064 |
|--------------------------------|-----------|

|                           |                      |
|---------------------------|----------------------|
| <b>NAME OF SUBMITTER:</b> | Kimberley A. Lathrop |
|---------------------------|----------------------|

|                   |                        |
|-------------------|------------------------|
| <b>SIGNATURE:</b> | /Kimberley A. Lathrop/ |
|-------------------|------------------------|

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 04/29/2022 |
|---------------------|------------|

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of April 29, 2022 (this “**Agreement**”) by **EVOLVE SOFTWARE LLC**, a Delaware limited liability company, **VINESPRING SOFTWARE LLC**, a Delaware limited liability company, **MEGASYS HOSPITALITY SYSTEMS, INC.**, an Oklahoma corporation and **VONIGO SOFTWARE LTD.**, a company amalgamated under the laws of the Province of British Columbia (each individually, a “**Grantor**” and together, the “**Grantors**”), in favor of **ALTER DOMUS (US) LLC**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for Lenders.

WITNESSETH:

**WHEREAS**, reference is made to that certain Credit and Guaranty Agreement, dated as of October 4, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **FULLSTEAM OPERATIONS LLC** (the “**Company**”), **FULLSTEAM LLC**, certain of their respective Subsidiaries party thereto from time to time, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), and **ALTER DOMUS (US) LLC**, as Administrative Agent and Collateral Agent, the Lenders have agreed to make certain Loans to the Company;

**WHEREAS**, the Administrative Agent and the Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that the Grantors shall have executed and delivered to the Collateral Agent, for itself and the ratable benefit of the Lenders, that certain Pledge and Security Agreement dated as of October 4, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

**WHEREAS**, pursuant to the Security Agreement, the Grantors are required to execute and deliver to Collateral Agent, for itself and the ratable benefit of the Lenders, this Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantors hereby grant to the Collateral Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of the Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):
  - (a) all of its Trademarks and Trademark Licenses to which each Grantor is a party including those referred to on Schedule I hereto but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the

validity or enforceability of such intent-to-use trademark application under applicable federal law and solely to the extent that the grant of a security interest therein would not breach or invalidate any Trademark License, as further provided in the Security Agreement;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. GRANTOR REMAINS LIABLE. The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.
5. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

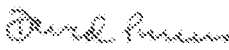
*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

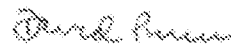
**EVOLVE SOFTWARE LLC**

By:   
Name: David Pincus  
Title: Chief Financial Officer, Secretary and Treasurer

**MEGASYS HOSPITALITY SYSTEMS, INC.**

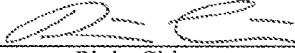
By:   
Name: David Pincus  
Title: Chief Financial Officer, Secretary and Treasurer

**VINESPRING SOFTWARE LLC  
VONIGO SOFTWARE LTD.**

By:   
Name: David Pincus  
Title: Chief Financial Officer, Secretary and Treasurer  
of Vinespring Software LLC and Chief Financial  
Officer of Vonigo Software Ltd.

ACCEPTED AND ACKNOWLEDGED BY:

ALTER DOMUS (US) LLC,  
as the Collateral Agent

By:   
Name: Pinju Chiu  
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

**Schedule I**

**Trademarks**

| <b>Trademark</b>             | <b>Owner</b>                         | <b>App. No./<br/>Reg. No.</b> | <b>Application<br/>Date</b> | <b>Registration<br/>Date</b>                  |
|------------------------------|--------------------------------------|-------------------------------|-----------------------------|---|
| EVOLVE                       | Evolve Software LLC                  | 5,274,976 (Reg.)              |                             | 08/29/2017                                    |
| VineSpring Name <sup>1</sup> | VineSpring Software LLC              | 3910861 (Reg.)                |                             | 06/08/2010                                    |
| GUESTKEY                     | Megasys Hospitality Systems, Inc.    | 5577633 (Reg.)                |                             | Oct 2, 2018                                   |
| GUESTREZ                     | Megasys Hospitality Systems, Inc.    | 5626221 (Reg.)                |                             | Dec 11, 2018                                  |
| CAMPREZ                      | Megasys Hospitality Systems, Inc.    | 5626218 (Reg.)                |                             | Dec 11, 2018                                  |
| MEGALYNX                     | Megasys Hospitality Systems, Inc.    | 5626220 (Reg.)                |                             | Dec 11, 2018                                  |
| PORTFOLIO<br>HMS             | Megasys Hospitality Systems, Inc.    | 3863534 (Reg.)                |                             | Oct 19, 2010                                  |
| CAMP<br>BACKPACK             | Megasys Hospitality Systems, Inc.    | 4140639 (Reg.)                |                             | May 15, 2012                                  |
| MEGA TOUCH                   | Megasys Hospitality Systems, Inc.    | 4069048 (Reg.)                |                             | Dec 13, 2011                                  |
| MEGAPRO                      | Megasys Hospitality Systems, Inc.    | 2380814 (Reg.)                |                             | Aug 29, 2000                                  |
| LODGEPRO                     | Megasys Hospitality Systems, Inc.    | 2380813 (Reg.)                |                             | Aug 29, 2000                                  |
| <u>VONIGO</u>                | Vonigo Software LTD.,<br>Dbra Vonigo | 4123956 (REG)                 |                             | May 24, 2017                                  |
| GUESTPAY                     | Megasys Hospitality Systems, Inc.    |                               |                             | In progress, to be submitted for registration |
| GUESTHOST                    | Megasys Hospitality Systems, Inc.    |                               |                             | In progress, to be submitted for registration |

<sup>1</sup> Trademark is still registered in name of prior registrant. Registration assignment/update documentation is in process.