

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quark Software, Inc.		05/11/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	135 N. Los Robles Avenue		
Internal Address:	7th Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Banking Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	97149230	QX	
Serial Number:	97009034	QUARK	
Serial Number:	90886976	QUARK	
Serial Number:	90870611	BRILLIANT CONTENT THAT WORKS	
Serial Number:	90867373	DOCURATED	
Serial Number:	90867366	QUARKXPRESS	
Serial Number:	90867328	QUARK PUBLISHING PLATFORM	
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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7562.013		
NAME OF SUBMITTER:	Kristen N. Lange		

OP \$190.00 97149230

SIGNATURE:	/kristenlange/
DATE SIGNED:	05/11/2022
Total Attachments: 5 source=8. Trademark_Security_Agreement#page1.tif source=8. Trademark_Security_Agreement#page2.tif source=8. Trademark_Security_Agreement#page3.tif source=8. Trademark_Security_Agreement#page4.tif source=8. Trademark_Security_Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 11, 2022, is made by QUARK SOFTWARE, INC., a Delaware corporation (the "Grantor"), in favor of EAST WEST BANK, as Lender (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Grantor, the other Loan Parties from time to time party thereto, and Lender, Lender has agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement and to induce Lender to make its extensions of credit to Grantor thereunder, Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby grants to the Lender a security interest in and to all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks (not including, for the avoidance of doubt, any "intent to use" trademark applications until a statement of use or amendment to allege use is filed with respect to any such application), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, damages, proceeds and payments at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies

of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor is subject to the terms and conditions of the Loan Agreement with respect to the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Authorization To Supplement. If Grantor shall obtain ownership of any new trademark application or registered trademark, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule 1.

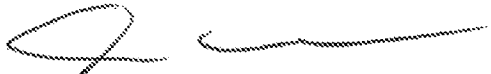
Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

[SIGNATURE PAGES FOLLOW]


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

QUARK SOFTWARE, INC., as Grantor

By: 
Name: Richard Campbell
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

EAST WEST BANK, as Lender

By: 
Name: Eric Chico
Title: First Vice President

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
QX	97149230	Pending application filed 11/30/21	N/A	N/A
QUARK	97009034	Pending application filed 09/02/21	N/A	N/A
QUARK	90886976	Pending application filed 08/17/21	N/A	N/A
BRILLIANT CONTENT THAT WORKS	90870611	Pending application filed 08/06/21	N/A	N/A
DOCURATED	90867373	Pending application filed 08/05/21	N/A	N/A
QUARKXPRESS	90867366	Pending application filed 08/05/21	N/A	N/A
QUARK PUBLISHING PLATFORM	90867328	Pending application filed 08/05/21	N/A	N/A