

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM731668

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900682288

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GENESYS CLOUD SERVICES, INC.		03/15/2022	Corporation: CALIFORNIA
GENESYS TELECOMMUNICATIONS LABORATORIES, INC.		03/15/2022	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	900 W Trade St.
Internal Address:	(NC1-026-06-09) - Mac Legal
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	90263731	GENESYS CLOUD VOICE
Serial Number:	90306490	LATITUDE CONSOLE
Serial Number:	90262661	GENESYS TEMPO
Serial Number:	90527454	NGAGEMENT
Serial Number:	90527510	NGUVU
Serial Number:	97157618	GENESYS DECISIONS
Serial Number:	90613252	GENESYS PREDICTIVE ENGAGEMENT

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way

TRADEMARK

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 06/01/2022

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement"), dated as of March 15, 2022, among the Persons listed on the signature pages hereof (the "Grantors"), and BANK OF AMERICA, N.A., as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of December 1, 2016 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") among GREENEDEN U.S. HOLDINGS I, LLC, a Delaware limited liability company ("Holdings"), GREENEDEN U.S. HOLDINGS II, LLC, a Delaware limited liability company (the "Borrower"), GENESYS TELECOMMUNICATIONS LABORATORIES, INC., a California corporation (the "U.S. Co-Borrower"), each of the subsidiaries of the Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof (each such subsidiary, individually, a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; and, together with Holdings, the Borrower and the Co-Borrower, collectively, the "Grantors"), and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6, 1.7, 1.8 and 1.11 of the Credit Agreement shall apply to this IP Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, each Grantor has agreed to execute or otherwise authenticate and deliver this IP Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor's U.S. Recordable Intellectual Property with the United States Patent and Trademark Office ("USPTO").

Accordingly, the Collateral Agent and the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States trademark registrations and applications and exclusive licenses thereof (including all goodwill associated therewith or symbolized thereby), but excluding any "intent-to-use" trademark application filed with the USPTO prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, of such Grantor set forth in Schedule A hereto, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the "Collateral").

SECTION 2. Security for First Lien Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the First Lien Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

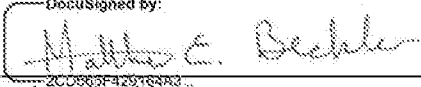
SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of Holdings at Holdings' address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect), each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

GENESYS TELECOMMUNICATIONS LABORATORIES, INC.
GENESYS CLOUD SERVICES, INC.

By: 
Name: Matthew Beckler
Title: Treasurer

BANK OF AMERICA, N.A., as Collateral Agent

By:

Name:

Mary Lawrence

Title:

AVP; Agency Management Officer

[Genesys – Trademark Security Agreement]

TRADEMARK
REEL: 007726 FRAME: 0072

SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARKS AND EXCLUSIVE LICENSES THEREOF

Owner	Trademark	Serial Number	Registration Number	Status
Genesys Telecommunications Laboratories, Inc.	GENESYS CLOUD VOICE	90263731	N/A	Pending
Genesys Telecommunications Laboratories, Inc.	LATITUDE CONSOLE	90306490	N/A	Pending
Genesys Telecommunications Laboratories, Inc.	GENESYS TEMPO	90262661	6489994	Registered
Genesys Telecommunications Laboratories, Inc.	NGAGEMENT	90527454	6532603	Registered
Genesys Telecommunications Laboratories, Inc.	NGUVU	90527510	6602830	Registered
Genesys Cloud Services, Inc.	GENESYS DECISIONS	97157618	N/A	Pending
Genesys Cloud Services, Inc.	GENESYS PREDICTIVE ENGAGEMENT	90613252	N/A	Pending