

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM730274

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
iGrafx, LLC		05/25/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6468948	IGRAFX	
<b>Registration Number:</b>	6367746	ROPE	
<b>Registration Number:</b>	4900964	PROCESS CENTRAL	
<b>Registration Number:</b>	3527929	IGRAFX FLOWCHARTER	
<b>Registration Number:</b>	3451505	ENTERPRISE MODELER	
<b>Registration Number:</b>	3366353	ENTERPRISE CENTRAL	
<b>Registration Number:</b>	2493495	IGRAFX IDEFO	
<b>Registration Number:</b>	2449722	IGRAFX	
<b>Registration Number:</b>	2414923	SWIMLANE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			
<b>Phone:</b>	2155695619		
<b>Email:</b>	timothy.pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye (074658-22046)		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		

OP \$240.00 6468948

<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103
<b>ATTORNEY DOCKET NUMBER:</b>	074658-22046
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	05/25/2022
<b>Total Attachments: 6</b> source=Trademark Security Agreement (PNC-iGrafx) - Executed#page1.tif source=Trademark Security Agreement (PNC-iGrafx) - Executed#page2.tif source=Trademark Security Agreement (PNC-iGrafx) - Executed#page3.tif source=Trademark Security Agreement (PNC-iGrafx) - Executed#page4.tif source=Trademark Security Agreement (PNC-iGrafx) - Executed#page5.tif source=Trademark Security Agreement (PNC-iGrafx) - Executed#page6.tif	

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time this “Trademark Security Agreement”) is made as of May 25, 2022, between the Grantor listed on the signature pages hereof (“Grantor”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent for the Lenders (together with its successors and assigns in such capacity, “Collateral Agent”).

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of May 25, 2022 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the “Credit Agreement”) among BP IGRAFX HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), IGRAFX, LLC, a Delaware limited liability company (“iGrafx”), and together with each Person joined thereto as a borrower from time to time, collectively, the “Borrowers” and each a “Borrower”), the lenders from time to time party thereto (the “Lenders”), PNC, as administrative agent for the Lenders (in such capacity, the “Administrative Agent”), and Collateral Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security 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, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the prompt payment and performance to Collateral Agent and each other Secured Party, of the Obligations, Grantor hereby assigns, pledges and grants to Collateral Agent for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of its Trademark Collateral, whether now owned or existing or hereafter created, acquired or arising and wheresoever located. “Trademark Collateral” shall mean and include all right, title and interest of Grantor in all of the following property and assets of Grantor, in each case whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located:

(a) all of Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated with the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (collectively, “Trademarks”), and licenses for any of the foregoing (“Licenses”), including those referred to on Schedule I hereto;

(b) all extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Trademark or any Trademark licensed under any License;

provided that Trademark Collateral shall not include Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, to Collateral Agent, the Administrative Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Collateral Agent and Administrative Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and

supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW. This Trademark Security Agreement shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. This Trademark Security Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other similar method of electronic transmission shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank signature page follows.]

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.

GRANTOR:

**IGRAF, LLC,**  
a Delaware limited liability company

By:   
Name: Teecee Murray  
Title: Chief Executive Officer

ACCEPTED AND  
ACKNOWLEDGED BY:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Collateral Agent

By: Patricia Speed  
Name: Patricia Speed  
Title: Assistant Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
Trademarks

Mark	Country	Status	Reg. Date (App. Date)	Reg. No. (App. No.)	Registrant
IGRAFX	US	Live	August 21, 2021	6468948	iGrafx, LLC
ROPE	US	Live	June 1, 2021	6367746	iGrafx, LLC
PROCESS CENTRAL	US	Live	February 16, 2016	4900964	iGrafx, LLC
IGRAFX FLOWCHARTER	US	Live	November 4, 2008	3527929	iGrafx, LLC
ENTERPRISE MODELER	US	Live	June 17, 2008	3451505	iGrafx, LLC
ENTERPRISE CENTRAL	US	Live	January 8, 2008	3366353	iGrafx, LLC
IGRAFX IDEFO	US	Live	September 25, 2001	2493495	iGrafx, LLC
IGRAFX	US	Live	May 8, 2001	2449722	iGrafx, LLC
SWIMLANE	US	Live	December 26, 2000	2414923	iGrafx, LLC

Schedule I to Trademark Security Agreement