

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM739506

<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>
EnterpriseDB Corporation		07/07/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sixth Street Specialty Lending, Inc., as the Collateral Agent		
<b>Street Address:</b>	2100 McKinney Avenue		
<b>Internal Address:</b>	Suite 1500		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6304670	EDB	
<b>Registration Number:</b>	6565200	EDB. POWER TO POSTGRES	
<b>Registration Number:</b>	6304671		
<b>Registration Number:</b>	3551483	POSTGRES PLUS	
<b>Registration Number:</b>	4159311	POSTGRES ENTERPRISE MANAGER	
<b>Registration Number:</b>	3140608	ENTERPRISEDB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	2129061209		
<b>Email:</b>	JESSICA.BAJADA-SILVA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
<b>Address Line 1:</b>	1271 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	058423-0071		
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Silva		
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Silva		

OP \$165.00 6304670

<b>DATE SIGNED:</b>	07/07/2022
---------------------	------------

**Total Attachments: 5**

source=Active\_127669578\_5\_Evolve (Bain) - Trademark Security Agreement - Executed#page1.tif

source=Active\_127669578\_5\_Evolve (Bain) - Trademark Security Agreement - Executed#page2.tif

source=Active\_127669578\_5\_Evolve (Bain) - Trademark Security Agreement - Executed#page3.tif

source=Active\_127669578\_5\_Evolve (Bain) - Trademark Security Agreement - Executed#page4.tif

source=Active\_127669578\_5\_Evolve (Bain) - Trademark Security Agreement - Executed#page5.tif

SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of July 7, 2022 (this "Agreement"), is made by EnterpriseDB Corporation, a Delaware corporation (the "Grantor"), in favor of Sixth Street Specialty Lending, Inc., as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of July 7, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among Evolve Intermediate Holdings 2, LLC, a Delaware limited liability company ("Holdings"), BCPE Evolve Merger Sub, LLC, a Delaware limited liability company (the "Merger Sub" or the "Initial Borrower") (which on the Closing Date shall be merged with, and into, EDB Parent, LLC, a Delaware limited liability company (the "Company") (such merger, the "Closing Date Merger"), with the Company surviving such Closing Date Merger as the "Borrower"), Sixth Street Specialty Lending, Inc., as the Administrative Agent and the Collateral Agent, PNC Bank, National Association, as the Swingline Lender and the Letter of Credit Issuer, and the other parties from time to time party thereto, the Lenders and Letter of Credit Issuers have severally agreed to make their respective loans and extensions of credit to Holdings, the Borrower and the Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, the Merger Sub, the Borrower and any Subsidiaries of the Borrower that are or become a party thereto as Grantors, have executed and delivered the Security Agreement, dated as of July 7, 2022 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders, the Swingline Lender and the Letter of Credit Issuer to make their respective Extensions of Credit to Holdings, the Borrower and the Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower and/or the Restricted Subsidiaries, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the following property owned by such Grantor or in which such Grantor has any right title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, but excluding the Excluded Property:

(i) the Trademarks listed on Schedule A hereto, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights, priorities and privileges related thereto, and (iv) all rights to sue at law or in equity for any infringement, dilution or other violation or impairment thereof, including the right to receive all Proceeds therefrom; but excluding any “intent to use” Trademark application filed in the United States Patent and Trademark Office unless and until an amendment to allege use or a statement of use has been filed with, and accepted by, the United States Patent and Trademark Office 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 or any registration issuing therefrom under federal law.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral of such Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument. The words “execution,” “signed,” “signature” and words of like import in this Agreement relating to the execution and delivery of this Agreement shall be deemed to include electronic signatures, which shall be of the same legal effect, validity or enforceability as a manually executed signature to the extent and as provided 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. Governing Law. THIS 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.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

ENTERPRISEDB CORPORATION,  
as a Grantor

By:   
Name: Ed Boyajian  
Title: Chief Executive Officer & President

SIXTH STREET SPECIALTY LENDING, INC.,  
as the Collateral Agent




By: \_\_\_\_\_

Name: Robert Stanley

Title: President

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Mark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
EDB (word mark)	90/016,124	Jun. 23, 2020	6,304,670	Mar. 30, 2021
EDB. Power to Postgres (word mark)	90/016,137	Jun. 23, 2020	6,565,200	Nov. 23, 2021
EDB (logo mark) 	90/016,135	Jun. 23, 2020	6,304,671	Mar. 30, 2021
Postgres Plus	77/362,402	Jan. 02, 2008	3,551,483	Dec. 23, 2008
POSTGRES ENTERPRISE MANAGER	85/341,879	Jun. 09, 2011	4,159,311	Jun. 12, 2012
ENTERPRISEDB	78/393,833	Mar. 31, 2004	3,140,608	Sept. 5, 2006