# CH \$415.00 9723954

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM740211

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SUGARCRM INC.		07/01/2022	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.	
Street Address:	2001 Ross Avenue, Suite 2800	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75201	
Entity Type:	Limited Partnership: DELAWARE	

### **PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Serial Number:	97239549	SUGARBPM
Serial Number:	97009731	
Registration Number:	6740458	HD-CX
Serial Number:	90627287	LET THE PLATFORM DO THE WORK
Registration Number:	6756894	SUGAR HINT
Registration Number:	6445357	HIGH-DEFINITION CX
Registration Number:	6655986	SUGAR DISCOVER
Registration Number:	6655985	SUGAR CONNECT
Registration Number:	6655984	SUGAR INTEGRATE
Registration Number:	6070373	SUGARCLOUD
Serial Number:	88614899	SUGAR MARKET
Registration Number:	6041553	SUGAR SELL
Registration Number:	6041551	SUGAR SERVE
Registration Number:	6041556	
Registration Number:	5984836	HINT SUGARCRM
Serial Number:	87511708	SUGARCRM HINT

### **CORRESPONDENCE DATA**

Fax Number:

900706003

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: erobinson@huntonak.com

Correspondent Name: Erika Robinson

Address Line 1: 600 Peachtree Street NE STE. 4100
Address Line 2: c/o Hunton Andrews Kurth LLP

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER: Erika Robinson

SIGNATURE: /ErikaRobinson/

DATE SIGNED: 07/11/2022

### **Total Attachments: 5**

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# 1st TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This 1<sup>st</sup> TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of July 1, 2022 (this "Supplement"), is made and entered into by and between SUGARCRM INC., a Delaware corporation ("Grantor"), to and for the benefit of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. ("GSSLG"), as Collateral Agent under the Credit Agreement described below.

### **RECITALS:**

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of July 31, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or the Pledge and Security Agreement, as applicable), by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG, as Administrative Agent and Collateral Agent; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement, Grantor is required to execute and deliver this Agreement to Collateral Agent, for the benefit of the SecuredParties; and

**WHEREAS,** Grantor has entered into that certain Trademark Security Agreement, dated as of July 31, 2018, and recorded in the records of the United States Patent and Trademark Office on July 31, 2018, at Reel/Frame 6399/0109 (as amended, restated, supplemented or otherwise modified from time to time).

**NOW, THEREFORE,** for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

- 1. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of the Secured Parties, a continuing First Priority security interest in all of Grantor's 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 to which it is a party, including, without limitation, those U.S. Trademarks referred to on Schedule 1 hereto; (b) all renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark and (ii) injury to the goodwill associated with any Trademark.
- 2. Pledge and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the other Secured Parties, pursuant to the Pledge and Security 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 Pledge and Security Agreement, the terms and provisions of which are incorporated by reference

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herein as if fully set forth herein.

- **3. Authorization to Supplement**. Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending <u>Schedule 1</u> hereto to include any future United States registered Trademarks or applications therefor of Grantor, which become Trademarks under the Pledge and Security Agreement. Notwithstanding the foregoing, nofailure to so modify this Agreement or amend <u>Schedule 1</u> hereto shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on <u>Schedule 1</u> hereto.
- **4. Counterparts**. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.
- 5. APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

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**IN WITNESS WHEREOF,** Grantor has caused this Supplement to be executed and delivered by its duly authorized representative as of the date first set forth above.

### **GRANTOR:**

SUGARCRM INC.

By: \_\_\_\_\_ Vincent Lowder

Title: SVP, General Counsel

ACCEPTED AND ACKNOWLEDGED BY: COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.

Name: Justin Betzen

Title: Senior Vice President

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# SCHEDULE 1 TO 1st TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK APPLICATIONS AND REGISTRATIONS							
Record Owner	Country	Trademark	Serial No.	Registration No.	Status		
SugarCRM Inc.	U.S.	SUGARBPM	97239549	N/A	Pending		
SugarCRM Inc.	U.S.	"New Stack Logo"	97009731	N/A	Pending		
SugarCRM Inc.	U.S.	HD-CX	90248558	6740458	Registered		
SugarCRM Inc.	U.S.	LET THE PLATFORM DO THE WORK	90627287	N/A	Pending		
SugarCRM Inc.	U.S.	SUGAR HINT	90490278	6756894	Registered		
SugarCRM Inc.	U.S.	HIGH-DEFINITION CX	90248560	6445357	Registered		
SugarCRM Inc.	U.S.	SUGAR DISCOVER	88873528	6655986	Registered		
SugarCRM Inc.	U.S.	SUGAR CONNECT	88873527	6655985	Registered		
SugarCRM Inc.	U.S.	SUGAR INTEGRATE	88873521	6655984	Registered		
SugarCRM Inc.	U.S.	SUGARCLOUD	88235906	6070373	Registered		
SugarCRM Inc.	U.S.	SUGAR MARKET	88614899	88614899	Registered		
SugarCRM Inc.	U.S.	SUGAR SELL	88614895	6041553	Registered		
SugarCRM Inc.	U.S.	SUGAR SERVE	88614890	6041551	Registered		
SugarCRM Inc.	U.S.	"Shaded 3D Cube"	88614902	6041556	Registered		
SugarCRM Inc.	U.S.	HINT SUGARCRM	87511713	5984836	Registered		
SugarCRM Inc.	U.S.	SUGARCRM HINT	87511708	5984836	Registered		

Sugar - Trademark Security Agreement (2022 Supplement)

**RECORDED: 07/11/2022** 

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