

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM752922

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900697163

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aurea Software, Inc.		05/27/2022	Corporation: DELAWARE
Aurea Energy Solutions, Inc.		05/27/2022	Corporation: DELAWARE
MessageOne, LLC		05/27/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	10 South Dearborn, Floor L2 Suite IL1-1145
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603-2300
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
<b>Registration Number:</b>	2645867	EC POWER
<b>Registration Number:</b>	2714938	EC POWER
<b>Registration Number:</b>	4492073	AUREA SOFTWARE
<b>Registration Number:</b>	4484192	AUREA
<b>Registration Number:</b>	2825494	ACTIONAL
<b>Registration Number:</b>	2482552	SONICMQ
<b>Registration Number:</b>	2799524	DYNAMIC ROUTING ARCHITECTURE
<b>Registration Number:</b>	2853725	SONIC ESB
<b>Registration Number:</b>	5407383	SAVVION
<b>Registration Number:</b>	6164533	UNLIMITED POSSIBILITY
<b>Registration Number:</b>	2925662	FIRSTRAIN
<b>Serial Number:</b>	97391503	AUREA HUDDLE
<b>Serial Number:</b>	97391809	AUREA WEAVE
<b>Serial Number:</b>	97278607	AUREA PULSE
<b>Registration Number:</b>	4331493	LYRIS
<b>Registration Number:</b>	3915548	LYRIS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3017758	MESSAGEONE
Registration Number:	3207314	ALERTFIND

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 212-728-8000  
**Email:** ipdept@willkie.com  
**Correspondent Name:** Spencer Simon  
**Address Line 1:** 787 Seventh Avenue  
**Address Line 4:** New York, NEW YORK 10019

<b>ATTORNEY DOCKET NUMBER:</b>	125180.37
<b>NAME OF SUBMITTER:</b>	Spencer Simon
<b>SIGNATURE:</b>	/Spencer Simon/
<b>DATE SIGNED:</b>	09/01/2022

**Total Attachments: 5**

source=Aurea JPM - AR TM Security Agreement Executed#page1.tif  
source=Aurea JPM - AR TM Security Agreement Executed#page2.tif  
source=Aurea JPM - AR TM Security Agreement Executed#page3.tif  
source=Aurea JPM - AR TM Security Agreement Executed#page4.tif  
source=Aurea JPM - AR TM Security Agreement Executed#page5.tif

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of May 27, 2022 (as amended, restated, supplemented, waived or otherwise modified from time to time, this "Agreement"), between Aurea Software, Inc., a Delaware corporation (the "Borrower"), Aurea Energy Solutions, Inc., a Delaware corporation, MessageOne, LLC, a Delaware limited liability company (each a "Grantor", and collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the Lenders (defined below).

Reference is made to (a) the Amended and Restated Pledge and Security Agreement, dated as of May 27, 2022 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") among the Borrower, Aurea Software Holdings, LLC, a Delaware limited liability company ("Holdings"), each subsidiary of the Borrower party thereto (together with any additional entities that become parties to the Security Agreement) and the Administrative Agent and (b) the Amended and Restated Credit Agreement, dated as of May 27, 2022 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, each subsidiary of the Borrower from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), the Administrative Agent and the other financial institutions named therein.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and to secure the Secured Obligations.

Accordingly the parties hereto agree as follows:

**SECTION 1. *Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.4 of the Security Agreement also apply to this Agreement.

**SECTION 2. *Grant of Security Interest.*** As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and its assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the

United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent to use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

AUREA SOFTWARE, INC., as a Grantor

By: Andrew S. Price  
Name: Andrew S. Price  
Title: Chief Financial Officer

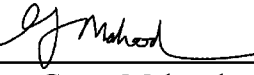
AUREA ENERGY SOLUTIONS, INC., as a Grantor

By: Andrew S. Price  
Name: Andrew S. Price  
Title: Chief Financial Officer

MESSAGEONE, LLC, as a Grantor

By: Andrew S. Price  
Name: Andrew S. Price  
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as the  
Administrative Agent


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

Name: Grace Mahood

Title: Authorized Signatory

SCHEDULE I

Trade marks

Mark	Grantor	Application Number	Registration Number
EC POWER	Aurea Energy Solutions, Inc.	78/084,196	2645867
EC POWER	Aurea Energy Solutions, Inc.	76/114,827	2714938
AUREA SOFTWARE	Aurea Software, Inc.	85/748,930	4,492,073
AUREA	Aurea Software, Inc.	85/952,789	4,484,192
ACTIONAL	Aurea Software, Inc.	76/058,851	2,825,494
SONICMQ	Aurea Software, Inc.	78/031,941	2,482,552
DYNAMIC ROUTING ARCHITECTURE	Aurea Software, Inc.	78/078,019	2,799,524
SONIC ESB	Aurea Software, Inc.	78/248,289	2,853,725
SAVVION	Aurea Software, Inc.	87/550,113	5,407,383
UNLIMITED POSSIBILITY	Aurea Software, Inc.	87/907,527	6,164,533
FIRSTRAIN	Aurea Software, Inc.	76/977,035	2,925,662
AUREA HUDDLE	Aurea Software, Inc.	97/391,503	--
AUREA WEAVE	Aurea Software, Inc.	97/391,809	--
AUREA PULSE	Aurea Software, Inc.	97/278,607	--
	MessageOne, LLC	85715427	4331493
LYRIS	MessageOne, LLC	77758362	3915548
MESSAGEONE	MessageOne, LLC	78483270	3017758
ALERTFIND	MessageOne, LLC	78386903	3207314