

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Puppet, Inc.		07/15/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Collateral Agent		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	6096992		
Registration Number:	6639634		
Registration Number:	6171438		
Registration Number:	4121430	MCOLLECTIVE	
Registration Number:	5330389		
Registration Number:	3751880	PUPPET	
Registration Number:	5200690	PUPPET	
Registration Number:	5330390	PUPPET	
Registration Number:	4011186	PUPPET CAMP	
Registration Number:	4734117	PUPPET ENTERPRISE	
Registration Number:	6622827	PUPPET ENTERPRISE	
Registration Number:	6096991	PUPPET ENTERPRISE	
Registration Number:	6639617	PUPPET REMEDIATE	
Registration Number:	6098011	PUPPET REMEDIATE	
Registration Number:	6639633	PUPPET REMEDIATE	
Registration Number:	6098012	PUPPET REMEDIATE	
Registration Number:	4342354	PUPPETCONF	
Registration Number:	6719517	RELAY	

CH \$540.00 6096992

Property Type	Number	Word Mark
Registration Number:	6719449	RELAY BY PUPPET
Registration Number:	6330329	
Registration Number:	5745888	THE SHORTEST PATH TO BETTER SOFTWARE

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 12129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 064817-0002

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /s/Angela M. Amaru

DATE SIGNED: 07/15/2022

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of July 15, 2022 (this “**Trademark Security Agreement**”), is made by the signatory hereto listed under “Pledgor” (the “**Pledgor**”), in favor of Cortland Capital Market Services LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain Second Lien Credit Agreement, dated as of July 1, 2019 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among Perforce Software, Inc., a Delaware corporation (the “**Borrower**”), Perforce Intermediate Holdings, LLC, a Delaware limited liability company (“**Holdings**”), the other guarantors from time to time party thereto, the lenders and issuing banks from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a

Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR:

PUPPET, INC.,
a Delaware corporation

By:  _____
Name: Mark E. Ties
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Owner	Mark	Registration No.
Puppet, Inc.	BEAKER DESIGN	6,096,992
Puppet, Inc.	Logo	6,639,634
Puppet, Inc.	Logo	6,171,438
Puppet, Inc.	MCOLLECTIVE	4,121,430
Puppet, Inc.	MISC DESIGN (NEW PUPPET LOGO)	5,330,389
Puppet, Inc.	PUPPET	3,751,880
Puppet, Inc.	PUPPET	5,200,690
Puppet, Inc.	PUPPET & DESIGN (NEW LOGO)	5,330,390
Puppet, Inc.	PUPPET CAMP	4,011,186
Puppet, Inc.	PUPPET ENTERPRISE	4,734,117
Puppet, Inc.	PUPPET ENTERPRISE (stylized and/or with design)	6,622,827
Puppet, Inc.	PUPPET ENTERPRISE (stylized and/or with design)	6,096,991
Puppet, Inc.	PUPPET REMEDIATE	6,639,617
Puppet, Inc.	PUPPET REMEDIATE	6,098,011
Puppet, Inc.	PUPPET REMEDIATE logo	6,639,633
Puppet, Inc.	PUPPET REMEDIATE logo	6,098,012
Puppet, Inc.	PUPPETCONF	4,342,354
Puppet, Inc.	RELAY and design	6,719,517
Puppet, Inc.	RELAY BY PUPPET	6,719,449
Puppet, Inc.	RELAY logo	6,330,329
Puppet, Inc.	THE SHORTEST PATH TO BETTER SOFTWARE	5,745,888

United States Trademark Applications:

None.