

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748272

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AspenTech Corporation f/k/a Aspen Technology, Inc.		05/16/2022	Corporation: DELAWARE
Emerson Paradigm Holdings LLC		05/16/2022	Limited Liability Company: DELAWARE
Open Systems International, Inc.		05/16/2022	Corporation: MINNESOTA
Paradigm Geophysical Corp.		05/16/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn Street
Internal Address:	Floor L2, Suite IL1-0480
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4866504	MTELL
Registration Number:	4856534	ADVANCED SCIENCE FOR EVERYONE
Registration Number:	4115259	EARTHSTUDY 360
Registration Number:	4154331	ECHOS
Registration Number:	3672183	EPOS
Registration Number:	1764316	GEODEPTH
Registration Number:	3675803	GEOSTEER
Registration Number:	3044904	INTERPRET
Registration Number:	3647011	OPENGEO
Registration Number:	3672182	OPSLINK
Registration Number:	3939446	PARADIGM
Registration Number:	3654070	SEISEARTH
Registration Number:	3570560	SKUA

CH \$490.00 4866504

Property Type	Number	Word Mark
Registration Number:	3790019	STRATEARTH
Registration Number:	3482158	STRATIMAGIC
Registration Number:	3320288	SYSDRILL
Registration Number:	3738969	UVT TRANSFORM
Registration Number:	4917112	PREVISE
Registration Number:	1756623	GEOSEC

CORRESPONDENCE DATA

Fax Number: 2124552502
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: 2124552592
Email: jnull@stblaw.com
Correspondent Name: Courtney Welshimer
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1965
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	08/12/2022

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT effective as of May 16, 2022 (this “*Agreement*”), among AspenTech Corporation, a Delaware corporation f/k/a Aspen Technology, Inc., Emerson Paradigm Holdings LLC, a Delaware limited liability company, Open Systems International, Inc., a Minnesota corporation, and Paradigm Geophysical Corp., a Delaware corporation (collectively and individually, as context may require, the “*Grantor*”), and JPMorgan Chase Bank, N.A. (“*JPMCB*”), as Administrative Agent.

Reference is made to (a) the Amended and Restated Credit Agreement, dated as of December 23, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among each Grantor, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and JPMCB, as Administrative Agent; and (b) the Second Amended and Restated Collateral Agreement, dated as of May 16, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among each Grantor, the other Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. 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 is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the Payment In Full of the Obligations, the Grantor, pursuant to the Collateral Agreement, did, and hereby does, grant to JPMCB, as Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, 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 office in any State of the United States of America, all extensions or renewals thereof, and all common law rights related thereto, including any of the foregoing set forth on Schedule I attached hereto;

(b) all goodwill associated therewith or symbolized thereby;

(c) all proceeds and products thereof; and

(d) all causes of action arising prior to or after the date hereof for infringement or other violation thereof or unfair competition regarding the same.

SECTION 3. Collateral Agreement. The security interests granted to JPMCB, as Administrative Agent, herein are granted in furtherance, and not in limitation of, the security interests

granted to JPMCB, as Administrative Agent, pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of JPMCB, as Administrative Agent, with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Further Actions. The Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Agreement. The Grantor shall take any further actions, including executing any further documentation, necessary to record, perfect or effectuate this Agreement and JPMCB's, as Administrative Agent, security interest in the Trademark Collateral.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ASPENTECH CORPORATION

DocuSigned by:

By: Chantelle Breithaupt

Name: Chantelle Breithaupt
Title: Director

EMERSON PARADIGM HOLDING LLC

DocuSigned by:

By: Chantelle Breithaupt

Name: Chantelle Breithaupt
Title: Chief Financial Officer
and Treasurer

PARADIGM GEOPHYSICAL CORP.

DocuSigned by:

By: Chantelle Breithaupt

Name: Chantelle Breithaupt
Title: Director

OPEN SYSTEMS INTERNATIONAL, INC.

DocuSigned by:

By: Chantelle Breithaupt

Name: Chantelle Breithaupt
Title: Director

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

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ASPENTECH CORPORATION

By: _____
Name: Chantelle Breithaupt
Title: Senior Vice President and Chief
Financial Officer

EMERSON PARADIGM HOLDING LLC

By: _____
Name: Chantelle Breithaupt
Title: Senior Vice President
and Chief Financial Officer

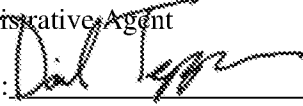
PARADIGM GEOPHYSICAL CORP.

By: _____
Name: Chantelle Breithaupt
Title: Senior Vice President
and Chief Financial Officer

OPEN SYSTEMS INTERNATIONAL, INC.

By: _____
Name: Chantelle Breithaupt
Title: Senior Vice President and
Chief Financial Officer

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

By:  _____
Name: David Tepper
Title: Vice President

SCHEDULE I

U.S. Federal TrademarksRegistered Trademarks

Loan Party	Trademark	Jurisdiction	Registration No.
AspenTech Corporation	MTELL	US	4866504
Emerson Paradigm Holding LLC	ADVANCED SCIENCE FOR EVERYONE	US	4856534
Emerson Paradigm Holding LLC	EARTHSTUDY 360	US	4115259
Paradigm Geophysical Corp.	ECHOS	US	4154331
Emerson Paradigm Holding LLC	EPOS	US	3672183
Paradigm Geophysical Corp.	GEODEPTH	US	1764316
Emerson Paradigm Holding LLC	GEOSTEER	US	3675803
Paradigm Geophysical Corp.	INTERPRET	US	3044904
Emerson Paradigm Holding LLC	OPENGEO	US	3647011
Emerson Paradigm Holding LLC	OPSLINK	US	3672182
Emerson Paradigm Holding LLC	PARADIGM	US	3939446
Emerson Paradigm Holding LLC	SEISEARTH	US	3654070
Emerson Paradigm Holding LLC	SKUA	US	3570560
Emerson Paradigm Holding LLC	StratEarth	US	3790019
Paradigm Geophysical Corp.	STRATIMAGIC	US	3482158
Emerson Paradigm Holding LLC	SYSDRILL	US	3320288
Emerson Paradigm Holding LLC	UVT TRANSFORM	US	3738969
AspenTech Corporation	PREVISE	US	4917112 ¹
Paradigm Geophysical Corp.	GEOSEC	US	1756623

¹ AspenTech Corporation is in the process of filing evidence of its name change from Aspen Technology, Inc. to AspenTech Corporation with the USPTO with respect to this trademark.

Loan Party	Trademark	Jurisdiction	Registration No.
Open Systems International, Inc.	OSI DATAEXPLORER	Minnesota	629172300025
Open Systems International, Inc.	OSI DESIGN STUDIO	Minnesota	629171700026
Open Systems International, Inc.	OSI EPILOG	Minnesota	629171100020