

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EIS SOFTWARE LIMITED		07/27/2022	Private Limited Company: IRELAND
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC, as Collateral Agent		
Street Address:	150 South Fifth Street, Suite 2600		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4866577	BILLINGCORE	
Registration Number:	4866578	CLAIMCORE	
Registration Number:	4822138		
Registration Number:	5078723		
Registration Number:	4849943	EIS	
Registration Number:	5078724	EIS	
Registration Number:	5947359	EIS DXP	
Registration Number:	5947360	EIS DXP	
Registration Number:	6029986	ENGAGE	
Registration Number:	6029987	ENGAGE	
Registration Number:	4866574	POLICYCORE	
Registration Number:	4822139	POWERING INSURANCE INNOVATION	
Registration Number:	5078659	POWERING INSURANCE INNOVATION	
CORRESPONDENCE DATA			
Fax Number:	6179799301		
<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>			
Phone:	6179799376		
Email:	christine.slattery@whitecase.com		

CH \$340.00 4866577

Correspondent Name: Christine Slattery, Sr. Legal Assistant
Address Line 1: 75 State Street
Address Line 2: White & Case LLP
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 1183337.0044

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 07/28/2022

Total Attachments: 5

source=EIS - Trademark Security Agreement#page1.tif

source=EIS - Trademark Security Agreement#page2.tif

source=EIS - Trademark Security Agreement#page3.tif

source=EIS - Trademark Security Agreement#page4.tif

source=EIS - Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of July 27, 2022, by and among **EIS SOFTWARE LIMITED**, a private company limited by shares incorporated under the laws of Ireland (“Grantor”) and Acquiom Agency 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”).

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to that certain Pledge and Security Agreement, dated as of July 27, 2022 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor 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.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for itself and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under (a) all Trademarks owned by the Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including without limitation, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

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 should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor 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 (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by

reference 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. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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 to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

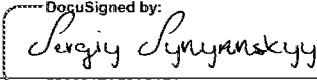
SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COLLATERAL AGENT. The Collateral Agent is entering into this Trademark Security Agreement not in its individual capacity but solely in its capacity as Collateral Agent under the Credit Agreement. All rights, protections, indemnities and benefits granted to the Collateral Agent in the Credit Agreement or any other Loan Documents are hereby incorporated as if fully set forth in this Trademark Security Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

EIS SOFTWARE LIMITED, a private company limited by shares incorporated under the laws of Ireland

By: 
Name: Sergiy Synyansky
Title: Chief Financial Officer

Accepted and Agreed:

ACQUIOM AGENCY SERVICES LLC,
as Collateral Agent



By:  _____
Name: Jennifer Anderson
Title: Senior Director

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS:

Trademark	Registration No.	Registration Date	Owner
BILLINGCORE	4866577	08-DEC-2015	EIS SOFTWARE LIMITED
CLAIMCORE	4866578	08-DEC-2015	EIS SOFTWARE LIMITED
Design Only 	4822138	29-SEP-2015	EIS SOFTWARE LIMITED
Design Only 	5078723	08-NOV-2016	EIS SOFTWARE LIMITED
EIS	4849943	10-NOV-2015	EIS SOFTWARE LIMITED
EIS	5078724	08-NOV-2016	EIS SOFTWARE LIMITED
EIS DXP	5947359	31-DEC-2019	EIS SOFTWARE LIMITED
EIS DXP	5947360	31-DEC-2019	EIS SOFTWARE LIMITED
ENGAGE	6029986	07-APR-2020	EIS SOFTWARE LIMITED
ENGAGE	6029987	07-APR-2020	EIS SOFTWARE LIMITED
POLICYCORE	4866574	08-DEC-2015	EIS SOFTWARE LIMITED
POWERING INSURANCE INNOVATION	4822139	29-SEP-2015	EIS SOFTWARE LIMITED
POWERING INSURANCE INNOVATION	5078659	08-NOV-2016	EIS SOFTWARE LIMITED