TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM744231

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TEMPLAFY APS			a Danish private limited liability company: DENMARK

RECEIVING PARTY DATA

Name:	GOLUB CAPITAL LLC	
Street Address:	200 PARK AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10166	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Serial Number:	97126706	DOCUMENT ANARCHY	

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: 7143352353

ipdocket@lw.com, kristin.azcona@lw.com Email:

LATHAM & WATKINS LLP **Correspondent Name:**

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FL Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	053644-0332
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	07/28/2022

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of July 27, 2022, is made by TEMPLAFY APS, a Danish private limited liability company (in Danish: anpartsselskab) with company registration number (in Danish: CVR-nummer): 25662946 (the "Grantor"), in favor of GOLUB CAPITAL LLC in its capacity as administrative agent (together with its successors and assigns in such capacity, "Agent") for the Lenders (as defined below).

RECITALS

- A. Grantor has entered into a Loan and Security Agreement with the other Loan Parties (as defined in the Loan Agreement), certain lenders from time to time party thereto (the "<u>Lenders</u>"), and Agent, in its capacity as administrative agent for the Lenders, dated as of July 13, 2022 (as amended, restated, or otherwise modified from time to time, the "<u>Loan Agreement</u>"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement and the other Loan Documents, Grantor has granted to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.
- NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

- 1. <u>Grant of Security Interest</u>. To secure the Obligations, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "<u>Intellectual Property</u> Collateral"), including, without limitation, the following:
- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (e) Any trademark, servicename and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the

business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on <u>Exhibit D</u> attached hereto (collectively, the "<u>Mask Works</u>");
- (g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any Excluded Property.

2. <u>Recordation</u>. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

- 3. <u>Loan Documents</u>. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.
- 4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Agent, or the keeping of records in electronic form, each of which shall be of the

same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

- 5. <u>Successors and Assigns</u>. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns in accordance with and subject to the terms of Section 11.8 of the Loan Agreement, which are incorporated herein mutatis mutandis.
- 6. <u>Governing Law.</u> This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TEMPLAFY APS

By: Cynthia Stephens
Name: Cynthia Stephens Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement (Golub/Templafy)]

AGENT:

GOLUB CAPITAL

By:

Name: Robert O Tuchscherer Title: Managing Director

[Signature Page to Intellectual Property Security Agreement (Golub/Templafy)]

EXHIBIT A

Copyrights

None.

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Patents

None.

EXHIBIT C

Trademarks

Trademark	Country	Application Date	Application Number	Registration Date	Registration Number
DOCUMENT ANARCHY	United States	11/16/2021	97126706		
DOCUMENT ANARCHY					
TEMPLAFY	United States	8/2/2018	79243469	9/24/2019	5864763
TEMPLAFY					

EXHIB	IT D

Mask Works

None.

TRADEMARK REEL: 007804 FRAME: 0875

RECORDED: 07/28/2022