

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM756372

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Unison Software, Inc.		09/19/2022	Corporation: VIRGINIA
Unison Marketplace, Inc.		09/19/2022	Corporation: DELAWARE
Unison Cost Engineering, L.L.C.		09/19/2022	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Collateral Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3409120	FEDCONNECT	
<b>Registration Number:</b>	4813779	FEDCONNECT	
<b>Registration Number:</b>	4744820	PRISM	
<b>Registration Number:</b>	5830005	UNISON	
<b>Registration Number:</b>	5686257	COMPUSEARCH	
<b>Registration Number:</b>	3217735	BETTER BUYING SMARTER SELLING	
<b>Registration Number:</b>	3120444	ACTIVITYCARD	
<b>Registration Number:</b>	3132527	FEDBID	
<b>Registration Number:</b>	3461481	THE BUYER-DRIVEN ONLINE MARKETPLACE	
<b>Registration Number:</b>	4516514	TRUEMAPPER	
<b>Registration Number:</b>	4516513	TRUEFINDINGS	
<b>Registration Number:</b>	2882860	TRUEPLANNER	
<b>Registration Number:</b>	2823168	PRICE	
<b>Registration Number:</b>	2839166	TRUEANALYST	
<b>Registration Number:</b>	2774085	TRUEPLANNING	
<b>Registration Number:</b>	3590439	OPTIMIZE TOMORROW TODAY.	
<b>Registration Number:</b>	3561043	OPTIMIZE TOMORROW TODAY.	
		<b>TRADEMARK</b>	

CH \$465.00 3409120

Property Type	Number	Word Mark
Registration Number:	6524893	ESTIMATE WITH CONFIDENCE

**CORRESPONDENCE DATA**

**Fax Number:** 2024083141

*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:** 2024083141

**Email:** jean.paterson@cscglobal.com

**Correspondent Name:** CSC

**Address Line 1:** 1090 Vermont Avenue, NW

**Address Line 4:** Washington, D.C. 20005

<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	09/20/2022

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 19, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Antares Capital LP, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

**WHEREAS**, the Grantors are party to the Security Agreement, dated as of September 19, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each of the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree 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

**SECTION 2.1** As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted 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 (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or which such Grantor at any time in the future may own or acquire (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

(i) all Trademarks, including, without limitation, those trademark registrations and applications listed in Schedule A; and

(ii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto and acceptance thereof by the USPTO, solely 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 or void any registration that issues from such intent-to-use application under

applicable federal law. Intent-to-use trademark applications are included on Schedule A with an indication that they are "Pending ITU."

**SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 4. GOVERNING LAW**

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

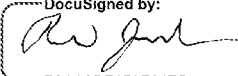
**SECTION 5. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

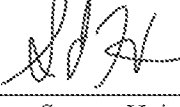
[Remainder of page intentionally left blank]

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

**UNISON SOFTWARE, INC.  
UNISON MARKETPLACE, INC.  
UNISON COST ENGINEERING, L.L.C.,**  
as Grantors

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Reid Jackson  
Title: President

ANTARES CAPITAL LP,  
as Collateral Agent

By: 

.....  
Name: Steven Heise

Title: Duly Authorized Signatory

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Record Owner</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
FEDCONNECT	UNISON SOFTWARE, INC.	U.S.	3,409,120	4/08/2008
FEDCONNECT	UNISON SOFTWARE, INC.	U.S.	4,813,779	9/15/2015
PRISM	UNISON SOFTWARE, INC.	U.S.	4,744,820	5/26/2015
UNISON	UNISON SOFTWARE, INC.	U.S.	5,830,005	8/6/2019
UNISON	UNISON SOFTWARE, INC.	Europe	17998493	5/7/2019
COMPUSEARCH	UNISON SOFTWARE, INC.	U.S.	5,686,257	2/26/2019
BETTER BUYING SMARTER SELLING	UNISON MARKETPLACE, INC.	U.S.	3,217,735	3/13/2007
ACTIVITYCARD	UNISON MARKETPLACE, INC.	U.S.	3,120,444	7/25/2006
FEDBID	UNISON MARKETPLACE, INC.	U.S.	3,132,527	8/22/2006
THE BUYER- DRIVEN ONLINE MARKETPLACE	UNISON MARKETPLACE, INC.	U.S.	3,461,481	7/8/2008
TRUEMAPPER	PRICE Systems, L.L.C. <sup>1</sup>	U.S.	4,516,514	4/15/2014
TRUEFINDINGS	PRICE Systems, L.L.C.	U.S.	4,516,513	4/15/2014
TRUEPLANNER	PRICE Systems, L.L.C.	U.S.	2,882,860	9/7/2004
PRICE	PRICE Systems, L.L.C.	U.S.	2,823,168	3/16/2004
TRUEANALYST	PRICE Systems, L.L.C.	U.S.	2,839,166	5/4/2004
TRUEPLANNING	PRICE Systems, L.L.C.	U.S.	2,774,085	10/14/2003
OPTIMIZE TOMORROW TODAY.	PRICE Systems, L.L.C.	U.S.	3,590,439	3/17/2009
OPTIMIZE TOMORROW TODAY.	PRICE Systems, L.L.C.	U.S.	3,561,043	1/13/2009

<sup>1</sup> Now known as UNISON COST ENGINEERING, L.L.C.

ESTIMATE WITH CONFIDENCE	PRICE Systems, L.L.C.	U.S.	6,524,893	10/19/2021
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**TRADEMARK APPLICATIONS**

None.