

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM758979

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Archibus, Inc.		09/30/2022	Corporation: DELAWARE
iOffice, LP		09/30/2022	Limited Partnership: DELAWARE
ManagerPlus Solutions, LP		09/30/2022	Limited Partnership: DELAWARE
SpaceIQ LLC		09/30/2022	Limited Liability Company: DELAWARE
Teem Technologies LLC		09/30/2022	Limited Liability Company: DELAWARE
Condeco Group Limited		09/30/2022	Private Limited Company: ENGLAND AND WALES

## RECEIVING PARTY DATA

<b>Name:</b>	Goldman Sachs Private Middle Market Credit II LLC
<b>Street Address:</b>	200 West Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10282
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
<b>Registration Number:</b>	2320826	A
<b>Registration Number:</b>	2315981	ARCHIBUS
<b>Registration Number:</b>	5070955	EIM
<b>Serial Number:</b>	97568666	EPTURA
<b>Registration Number:</b>	4646824	EVENTBOARD
<b>Registration Number:</b>	5735707	INTEGRATED DIGITAL PLATFORM FOR THE BUIL
<b>Registration Number:</b>	3072705	IOFFICE
<b>Registration Number:</b>	3833899	M+
<b>Registration Number:</b>	3833900	M+ MANAGERPLUS
<b>Registration Number:</b>	3833898	MANAGERPLUS
<b>Registration Number:</b>	6329856	MP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5979012	REIMAGINE YOUR WORKPLACE
Registration Number:	6384834	SPACEIQ
Registration Number:	5555158	SPACEIQ
Registration Number:	6270066	SPACE-RIGHT
Registration Number:	5120592	TEEM
Serial Number:	97580959	WORK YOUR WORLD
Registration Number:	5421688	ZOMBIE MEETINGS

**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:** 714.668.6200

**Email:** johnkline@paulhastings.com

**Correspondent Name:** John Kline

**Address Line 1:** 695 Town Center Drive

**Address Line 2:** Seventeenth Floor

**Address Line 4:** Costa Mesa, CALIFORNIA 92626

<b>NAME OF SUBMITTER:</b>	John Kline
<b>SIGNATURE:</b>	/s/ John Kline
<b>DATE SIGNED:</b>	10/03/2022

**Total Attachments: 7**

- source=EXECUTED - SpacelQ-Condeco Combo - IPSA - Trademark Security Agreement (Sep-30-22)(166015568\_1) (2)#page1.tif
- source=EXECUTED - SpacelQ-Condeco Combo - IPSA - Trademark Security Agreement (Sep-30-22)(166015568\_1) (2)#page2.tif
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**GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of September 30, 2022, is made by Archibus, Inc., a Delaware corporation, Zarya Intermediate, LLC, a Delaware limited liability company, iOffice, LP, a Delaware limited partnership, ManagerPlus Solutions, LP, a Delaware limited partnership, SpaceIQ LLC, a Delaware limited liability company and Teem Technologies LLC, a Delaware limited liability company (each, a “Grantor” and collectively, the “Grantors”), in favor of Goldman Sachs Private Middle Market Credit II LLC, as Collateral Agent for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of September 30, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SPACECONDECO MIDCO, LLC, a limited liability company formed and registered under the laws of the Cayman Islands (“Parent”), CORDEAGLE TOPCO, LLC, a limited liability company formed and registered under the laws of the Cayman Islands (“Holdings”), Zarya HoldCo, Inc., a Delaware corporation (“Zarya HoldCo” or, the “Parent Borrower”), Zarya Intermediate, LLC, a Delaware limited liability company (“Zarya Intermediate”), Archibus, Inc., a Delaware corporation (“Archibus”) and Cordeagle US Finco, Inc., a Delaware corporation (“Cordeagle Finco” and, together with Zarya HoldCo, Zarya Intermediate and Archibus, collectively, the “Borrowers” and each, a “Borrower”), the lending institutions from time to time parties thereto (each, a “Lender” and collectively the “Lenders”) and Goldman Sachs Private Middle Market Credit II LLC, as the Collateral Agent.

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrowers and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto have executed and delivered the Security Agreement, dated as of September 30, 2022 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrowers and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrowers and/or their Restricted Subsidiaries or Secured Hedge Agreements with the Borrowers and/or their Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill

associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. The words “execution,” “execute,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative 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.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**ARCHIBUS, INC.,**  
a Delaware corporation, as Grantor

By: Brandon Holden  
Name: Brandon D. Holden  
Title: Chief Executive Officer

**IOFFICE, LP,**  
a Delaware limited partnership, as Grantor

By: Brandon Holden  
Name: Brandon D. Holden  
Title: Chief Executive Officer

**MANAGERPLUS SOLUTIONS, LP,**  
a Delaware limited partnership, as Grantor

By: Brandon Holden  
Name: Brandon D. Holden  
Title: Chief Executive Officer

**SPACEIQ LLC,**  
a Delaware limited liability company, as Grantor

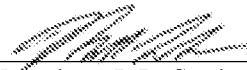
By: Brandon Holden  
Name: Brandon D. Holden  
Title: Chief Executive Officer

**TEEM TECHNOLOGIES LLC,**  
a Delaware limited liability company, as Grantor

By: Brandon Holden  
Name: Brandon D. Holden  
Title: Chief Executive Officer

**CONDECO GROUP LIMITED,**

a private limited company incorporated in England and  
Wales

By:  \_\_\_\_\_


Name: Matthew J. LoSardo

Title: Director

ACKNOWLEDGED:

**GOLDMAN SACHS PRIVATE  
MIDDLE MARKET CREDIT II LLC,**  
as the Collateral Agent

By:

  
Name: Justin Betzen

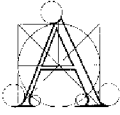

Title: Authorized Signatory

[Signature Page to Grant of Security Interest in Trademark Rights]

**TRADEMARK**  
**REEL: 007859 FRAME: 0659**

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Registration No./ Registration Date</b>	<b>Status</b>	<b>Owner</b>
A 	U.S.	75568623 13-OCT-1998	2320826 22-FEB-2000	Registered	ARCHIBUS, INC.
ARCHIBUS	U.S.	75568624 13-OCT-1998	2315981 08-FEB-2000	Registered	ARCHIBUS, INC.
EIM	U.S.	86543951 24-FEB-2015	5070955 01-NOV-2016	Registered	ARCHIBUS, INC.
EPTURA	U.S.	97568666 29-AUG-2022		Pending Intent to Use - Filed Intent to Use	ZARYA INTERMEDIATE, LLC
EVENTBOARD	U.S.	86084262 07-OCT-2013	4646824 25-NOV-2014	Registered Supplemental	TEEM TECHNOLOGIES LLC
INTEGRATED DIGITAL PLATFORM FOR THE BUILT ENVIRONMENT	U.S.	87881875 18-APR-2018	5735707 23-APR-2019	Registered Supplemental	ARCHIBUS, INC.
IOFFICE	U.S.	78192156 06-DEC-2002	3072705 28-MAR-2006	Registered	IOFFICE, LP
M+	U.S.	77810613 21-AUG-2009	3833899 17-AUG-2010	Registered	MANAGERPLUS SOLUTIONS, LP
M+ MANAGERPLUS 	U.S.	77810615 21-AUG-2009	3833900 17-AUG-2010	Registered	MANAGERPLUS SOLUTIONS, LP
MANAGERPLUS	U.S.	77810612 21-AUG-2009	3833898 17-AUG-2010	Registered	MANAGERPLUS SOLUTIONS, LP
MP	U.S.	88729052 16-DEC-2019	6329856 20-APR-2021	Registered	MANAGERPLUS SOLUTIONS, LLC
REIMAGINE YOUR WORKPLACE	U.S.	88043574 18-JUL-2018	5979012 4-FEB-2020	Registered	SPACEIQ LLC
SPACEIQ	U.S.	90172207 10-SEP-2020	6384834 15-JUN-2021	Registered	SPACEIQ LLC



Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Owner
SPACEIQ	U.S.	87776717 30-JAN-2018	5555158 04-SEP-2018	Registered	SPACEIQ LLC
SPACE-RIGHT	U.S.	88913601 13-MAY-2020	6270066 16-FEB-2021	Registered	IOFFICE, LP
TEEM	U.S.	86771310 28-SEP-2015	5120592 10-JAN-2017	Registered	TEEM TECHNOLOGIES LLC
WORK YOUR WORLD	U.S.	97580959 07-SEP-2022		Pending - Filed Intent to Use	ZARYA INTERMEDIATE, LLC
ZOMBIE MEETINGS	U.S.	87373991 16-MAR-2017	5421688 13-MAR-2018	Registered	TEEM TECHNOLOGIES LLC