

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM761589

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PENBAY SOLUTIONS LLC		10/14/2022	Limited Liability Company: DELAWARE
CARTEGRAPH SYSTEMS LLC		10/14/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VCP CAPITAL MARKETS, LLC		
<b>Street Address:</b>	Four Embarcadero Center, 20th Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5489120	INVISION	
<b>Registration Number:</b>	4041615	CARTEGRAPH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028874288		
<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>			
<b>Phone:</b>	2028874000		
<b>Email:</b>	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
<b>Correspondent Name:</b>	Mussie B Beyene		
<b>Address Line 1:</b>	2001 K Street N.W.		
<b>Address Line 4:</b>	Washington DC, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	700858.0007		
<b>NAME OF SUBMITTER:</b>	Mussie B Beyene		
<b>SIGNATURE:</b>	/Mussie B Beyene/		
<b>DATE SIGNED:</b>	10/17/2022		
<b>Total Attachments: 5</b>			
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source=OpenGov - Trademark Security Agreement (PenBay + CS OpCo) (Executed 10-14-2022)#page4.tif  
source=OpenGov - Trademark Security Agreement (PenBay + CS OpCo) (Executed 10-14-2022)#page5.tif

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of October 14, 2022, is entered into by the entities listed on the signature page hereto (individually and collectively, the “*Grantor*”) and **VCP CAPITAL MARKETS, LLC**, as Administrative Agent (in such capacity, the “*Assignee*”) pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, certain of the Grantors and the other parties thereto, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”), by and among **OPENGOV, INC.**, a Delaware corporation (the “*Borrower*”), the Lenders party thereto and the Assignee.

Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Assignee for the ratable benefit of the Secured Parties a Lien and security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the Lien and security interest granted by Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Assignee for the ratable benefit of the Secured Parties a Lien and security interest in all of Grantor’s rights, titles and interests in, to and under the Trademarks and all Proceeds of such Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations provided that this Agreement shall not constitute a grant of a security interest in any Excluded Assets. For the purposes of this Agreement, “*Trademarks*” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor’s United States registrations and applications for registration of the Trademarks existing as of the date hereof.

(c) The Lien and security interest granted hereby is granted concurrently and in conjunction with the Lien and security interest granted to the Assignee for the ratable benefit of the Secured Parties under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Grantor agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the Lien, security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Grantor Remains Liable

Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks and Trademark Licenses subject to a security interest hereunder.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

5. Counterparts


This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature pages follow]


IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

**PENBAY SOLUTIONS LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Sean Wani  
Title: President

**CARTEGRAPH SYSTEMS LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Sean Wani  
Title: President

**ASSIGNEE:**

**VCP CAPITAL MARKETS, LLC**

By: *Melissa Griffiths*  
Name: Melissa Griffiths  
Title: Authorized Signatory

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United States	5489120	6/12/2018	1/22/2015	PenBay Solutions LLC	INVISON
United States	4041615	10/18/2011	3/16/2011	Cartegraph Systems LLC	CARTEGRAPH

Pending Trademark Applications

None.

Registered Trademarks and Pending Trademark Applications Licensed

None.