

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Talend SAS		10/27/2022	Société Par Actions Simplifiée (Sas): FRANCE
RECEIVING PARTY DATA			
Name:	OWL ROCK CAPITAL CORPORATION		
Street Address:	399 PARK AVENUE, 38TH FLOOR		
City:	New YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5002051	TALEND	
Registration Number:	4977624	TALEND	
Registration Number:	5304787	TALEND	
Registration Number:	5289076		
Registration Number:	5304788		
Registration Number:	5289077		
Registration Number:	5185863		
Registration Number:	5185864		
Registration Number:	5304789		
Registration Number:	5383987	SINGER	
Registration Number:	5994041	RESTLET	
Registration Number:	5994042	RESTLET	
Serial Number:	90513454	TALEND TRUST SCORE	
Serial Number:	90513456	TALEND TRUST SCORE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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>			

CH \$365.00 5002051

Phone: 3128622000
Email: Jeffrey.Norgle@kirkland.com
Correspondent Name: Jeffrey Norgle
Address Line 1: 356 Sturges Parkway
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 51614-2

NAME OF SUBMITTER: Jeffrey Norgle

SIGNATURE: /Jeffrey Norgle/

DATE SIGNED: 10/28/2022

Total Attachments: 5

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SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of October 27, 2022, is made by Talend SAS, a French *société par actions simplifiée* incorporated under the laws of France, having its registered office at 5-7 rue Salomon de Rothschild, 92150 Suresnes, France and registered with the *Registre du Commerce et des Sociétés* of Nanterre under number 852 579 184 (the “Grantor”), in favor of OWL ROCK CAPITAL CORPORATION, as the Collateral Agent (as defined below) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of October 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among TAHOE PLEDGECO 2 B.V., a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) with its corporate seat in Amsterdam, the Netherlands, and its place of business at (1101 CM) Amsterdam, the Netherlands, Herikerbergweg 88 and registered with the Dutch Commercial Register under 83539743 (“Holdings”), TAHOE BIDCO B.V., a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) with its corporate seat in Amsterdam, the Netherlands, and its place of business at (1101 CM) Amsterdam, the Netherlands, Herikerbergweg 88 and registered with the Dutch Commercial Register under 82130795 (the “Parent Borrower”), TAHOE FINCO, LLC, a Delaware limited liability company (the “US Borrower” and together with the Parent Borrower, collectively, the “Borrower”, and each individually, a “Borrower”, in each case, as the context may apply), the lending institutions from time to time parties thereto (each a “Lender” and, collectively, the “Lenders”) and OWL ROCK CAPITAL CORPORATION, as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower 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 U.S. Security Agreement, dated as of October 1, 2021 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, the 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 Borrower 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 Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the 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. The Grantor hereby grants a lien on and security interest in all of the 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 the 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. The 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. 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.**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

TALEND SAS,
as the Grantor

By: 

Name: Emilie Trailin

Title: Managing Director

[Signature Page to Security Agreement Supplement No. 2]

TRADEMARK
REEL: 007879 FRAME: 0544

OWL ROCK CAPITAL CORPORATION,
as the Collateral Agent

By: 
Name: Jon ten Gever
Title: Authorized Signatory

SCHEDULE I
TO SUPPLEMENT NO. 2 TO THE
SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>TITLE</u>
Talend SAS	86798034	5002051	Standard Character Mark
Talend SAS	86798036	4977624	Standard Character Mark
Talend SAS	87165391	5304787	Standard Character Mark
Talend SAS	87165393	5289076	Illustration Drawing without any words/letters/numbers
Talend SAS	87165394	5304788	Illustration Drawing without any words/letters/numbers
Talend SAS	87165395	5289077	Illustration Drawing without any words/letters/numbers
Talend SAS	87165396	5185863	Illustration Drawing without any words/letters/numbers
Talend SAS	87165397	5185864	Illustration Drawing without any words/letters/numbers
Talend SAS	87165414	5304789	Illustration Drawing without any words/letters/numbers
Talend SAS	87357978	5383987	Standard Character Mark
Talend SAS	88299441	5994041	Standard Character Mark
Talend SAS	88299447	5994042	Standard Character Mark
Talend SAS	90513454		Standard Character Mark
Talend SAS	90513456		Standard Character Mark