

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LITMOS US, L.P.		12/01/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	BARINGS FINANCE LLC, as the Collateral Agent		
Street Address:	300 South Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	UNITED STATES		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3357872	BRIDGEFRONT	
Registration Number:	4991379	LEARNPASS	
Registration Number:	4146801	LITMOS	
Registration Number:	5740562	LITMOS HEROES	
Registration Number:	5965828	LITMOS HEROES SAVING THE WORLD FROM BORI	
Registration Number:	4171768	LOVE YOUR LMS	
Registration Number:	2577736	VIEWCENTRAL	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	034632-31300		
NAME OF SUBMITTER:	Dusan Clark		

CH \$190.00 3357872

SIGNATURE:	/Dusan Clark/
DATE SIGNED:	12/02/2022
Total Attachments: 5 source=Project Solo - Trademark Security Agreement (Executed)#page1.tif source=Project Solo - Trademark Security Agreement (Executed)#page2.tif source=Project Solo - Trademark Security Agreement (Executed)#page3.tif source=Project Solo - Trademark Security Agreement (Executed)#page4.tif source=Project Solo - Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 1, 2022, (this “**Agreement**”) is made by **LITMOS US, L.P.**, a Delaware limited partnership (“**Grantor**”), in favor of **BARINGS FINANCE LLC**, as the Collateral Agent for the Secured Parties. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them (including by reference) in the Security Agreement.

WHEREAS, the Grantor is party to a Security Agreement, dated as of December 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

WHEREAS, pursuant to the Security Agreement, Grantor agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, Grantor hereby grants and pledges to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or at any time hereafter owned or acquired, or in which the debtor now has or at any time in the future may own or acquire any right, title or interest (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all Trademarks owned by the Grantor and identified on Schedule A annexed hereto;
- (ii) all goodwill of the Grantor’s business connected with the use of and symbolized by any of the foregoing;
- (iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment of any of the foregoing; and
- (iv) all Proceeds and Accessions with respect to any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” trademark or service mark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and 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 or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Grantor authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office to record this Agreement.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and conditions of which are hereby incorporated by reference 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 9.09 (GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS) AND SECTION 9.10 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow.]

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

LITMOS US, L.P.

By: Sean Lannan

Name: Sean Lannan

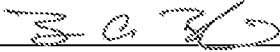
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007907 FRAME: 0472

ACCEPTED AND AGREED:

BARINGS FINANCE LLC,
as Collateral Agent

By: 
Name: Brian Baldwin
Title: Managing Director


[Signature Page to Trademark SecurityBarings-CorporateAgreement]

TRADEMARK
REEL: 007907 FRAME: 0473

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Registrations:

Mark Name	Status	Application No.	Registration No.	Registration Date	Country	Owner¹
BRIDGEFRONT	Registered	78899015	3357872	12/18/2007	United States of America	Callidus Software Inc.
LEARNPASS	Registered	86637993	4991379	7/5/2016	United States of America	Callidus Software Inc.
LITMOS	Registered	85487268	4146801	5/22/2012	United States of America	Callidus Software Inc.
LITMOS HEROES	Registered	87579651	5740562	4/30/2019	United States of America	Callidus Software Inc., DBA CallidusCloud
LITMOS HEROES SAVING THE WORLD FROM BORING LEARNING (STYLISED) & DEVICE 	Registered	88499602	5965828	1/21/2020	United States of America	Callidus Software Inc.
LOVE YOUR LMS	Registered	85488702	4171768	7/10/2012	United States of America	Callidus Software Inc.
VIEWCENTRAL	Registered	76151308	2577736	6/11/2002	United States of America	Callidus Software Inc.

U.S. Trademark Applications:

None.

¹ Note: Assignment to be recorded at the USPTO to Litmos US, L.P. (f/k/a Solo Operation US, LLC).