

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777796

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
cPrime, Inc.		12/30/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1700 Lincoln Street, 3rd Floor		
Internal Address:	MAC C7300-033		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	97540725	</CPRIME STUDIOS>	
Serial Number:	97534888	CPRIME STUDIOS	
Serial Number:	88157605	POWER DATABASE FIELDS	
Serial Number:	88140455	SIMPLE ISSUE LANGUAGE	
Serial Number:	88140453	SIL ENGINE	
Serial Number:	88790653	CPRIME LEARNING	
Serial Number:	88294947	CPRIME	
Serial Number:	88168213	POWER ACTIONS	
Serial Number:	88157631	POWER CUSTOM FIELDS	
Serial Number:	88622263	ASPE	
Serial Number:	86102897	RAGE	
Serial Number:	86095763	BLUE AGILITY	
Serial Number:	85917383	BLUEJAZZ	
Serial Number:	85359989	HYBRID PMO	
Serial Number:	85092008	CPRIME	
Serial Number:	85091973	CPRIME	
CORRESPONDENCE DATA			

OP \$415.00 97540725

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: 4045723401
Email: morgan.roth@kslaw.com
Correspondent Name: Morgan Roth
Address Line 1: 1180 Peachtree Street NE
Address Line 2: Suite 1600
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	18464.515091
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NAME OF SUBMITTER:	Morgan Roth
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SIGNATURE:	/s/ Morgan Roth
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DATE SIGNED:	01/03/2023
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2022, is made by the entity listed as Grantor on the signature page hereto (the “**Grantor**”), in favor of Wells Fargo Bank, National Association, in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (the “**Agent**”).

WHEREAS, pursuant to that certain Pledge and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”, capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement), among the Grantor, the Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the Credit Agreement), the Grantor has assigned, pledged and granted to the Agent a continuing security interest in and to all of its Trademarks, including, without limitation, the Trademarks listed on Schedule I hereto, in each case solely, to the extent the same constitute Collateral (the “**Trademarks**”).

NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantor, as security for payment and performance in full of the Secured Obligations, does hereby create and grant to the Agent, for the benefit of the Secured Parties, their successors and permitted assigns, a lien on and security interest in, all of its right, title and interest in, to and under the Trademarks.

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantor does not grant any lien on or security interest in any of the Excluded Assets (as defined in the Credit Agreement).

The Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Trademark Security Agreement.

Until the Termination Date (as defined in the Credit Agreement), the Agent shall retain its security interest in the Trademarks granted herein and in the Security Agreement and any lien granted on any property granted hereunder shall automatically be released in accordance with Section 7.12 of the Security Agreement.

This Trademark Security 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. This Trademark Security Agreement shall become effective when it shall have been executed by the Grantor party hereto and the Agent and when the Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.


[Signature Pages Follow.]

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007936 FRAME: 0562

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Agent



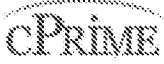
By: 
Name: Wendy Wong
Title: SVP, Sr. Relationship Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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**Schedule I
Trademarks**

U.S. Trademarks and Applications

Mark	Juris.	App. No.	App. Date	Reg. No	Reg. Date	Owner of Record
	US	97540725	08/09/2022	---	---	cPrime, Inc.
Cprime Studios	US	97534888	08/04/2022	---	---	cPrime, Inc.
POWER DATABASE FIELDS	US	88157605	10/16/2018	5762663	05/28/2019	cPrime, Inc.
SIMPLE ISSUE LANGUAGE	US	88140455	10/02/2018	5756655	05/21/2019	cPrime, Inc.
SIL ENGINE	US	88140453	10/02/2018	5756654	05/21/2019	cPrime, Inc.
Cprime Learning	US	88790653	02/10/2020	6146461	09/08/2020	cPrime, Inc.
	US	88294947	02/08/2019	5834610	08/13/2019	cPrime, Inc.
POWER ACTIONS	US	88168213	10/24/2018	5751323	05/14/2019	cPrime, Inc.
POWER CUSTOM FIELDS	US	88157631	10/16/2018	5762665	05/28/2019	cPrime, Inc.
ASPE	US	88622263	09/18/2019	6062956	05/26/2020	cPrime, Inc.
RAGE	US	86102897	10/28/2013	4736094	05/12/2015	cPrime, Inc.
BLUE AGILITY	US	86095763	10/18/2013	4633960	11/04/2014	cPrime, Inc.
bluejazz	US	85917383	04/29/2013	4589674	08/19/2014	cPrime, Inc.
Hybrid PMO	US	85359989	06/29/2011	4092580	01/24/2012	cPrime, Inc.
	US	85092008	06/23/2010	3943565	04/12/2011	cPrime, Inc.
CPRIME	US	85091973	06/23/2010	3937479	03/29/2011	cPrime, Inc.