

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783544

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Viventium Software, Inc. | | 01/31/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PNC Bank, National Association | | |
| Street Address: | 500 First Avenue | | |
| Internal Address: | Commercial Loan Service Center/DCC | | |
| City: | Pittsburgh | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15219 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5269989 | V | |
| Registration Number: | 5157468 | VIVENTIUM | |
| Serial Number: | 86811706 | VIVATAS | |
| Registration Number: | 5157321 | IN IT WITH YOU | |
| Serial Number: | 86811667 | BEFRIDAY SOFTWARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2158325619 | | |
| <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: | 2155695619 | | |
| Email: | timothy.pecsenye@blankrome.com | | |
| Correspondent Name: | Timothy D. Pecsénye (074658-22136 F.M.) | | |
| Address Line 1: | Blank Rome LLP | | |
| Address Line 2: | One Logan Square. 8th Floor | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19103 | | |
| ATTORNEY DOCKET NUMBER: | 074658-22136 | | |
| NAME OF SUBMITTER: | Timothy D. Pecsénye | | |
| SIGNATURE: | /Timothy D. Pecsénye/ | | |
| DATE SIGNED: | 01/31/2023 | | |

OP \$140.00 5269989

Total Attachments: 5

source=Trademark Security Agreement (PNC-Viventium) - Executed(130408264.1) (002)#page1.tif

source=Trademark Security Agreement (PNC-Viventium) - Executed(130408264.1) (002)#page2.tif

source=Trademark Security Agreement (PNC-Viventium) - Executed(130408264.1) (002)#page3.tif

source=Trademark Security Agreement (PNC-Viventium) - Executed(130408264.1) (002)#page4.tif

source=Trademark Security Agreement (PNC-Viventium) - Executed(130408264.1) (002)#page5.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of January 31, 2023, by Grantor listed on the signature pages hereof ("Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement and Guaranty dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Viventium Software MidCo, Inc., a Delaware corporation, as Holdings, Viventium Software Buyer, Inc., a Delaware corporation ("Borrower"), Grantor as a Guarantor, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this

Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Section 1.4 of the Credit Agreement (*Certain Matters of Construction*) is hereby incorporated by reference, *mutatis mutandis*.


8. GOVERNING LAW. SECTION 16.1 OF THE CREDIT AGREEMENT (*GOVERNING LAW; VENUE*) IS HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of page intentionally left blank; signature page follows.]

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

GRANTOR:

VIVENTIUM SOFTWARE, INC.,
a Delaware corporation

By: 
Name: Mark Herman
Title: Chief Financial Officer

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent


By: 
Name: Jeffrey Rushnak
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007956 FRAME: 0676

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

| Mark Name | Owner | Reg. No. (App. No.) | Reg. Date (App. Date) |
|---|-----------------------------|---|--------------------------|
|  | Viventium Software, Inc. | 5269989 | 08/22/2017 |
| VIVENTIUM | Viventium Software, Inc. | 5157468 | 03/07/2017 |
| VIVATAS | Viventium Software, Inc. | (86811706) (<i>application expired</i>) | (11/06/2015) |
| IM INIT WITH YOU | Viventium Software, Inc. | 5157321 | 03/07/2017 |
| BEFRIDAY SOFTWARE | Viventium Software, Inc. | (86811667) (<i>application pending</i>) | (11/06/2015) |