

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790479

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ConnXus, Inc.		02/28/2023	Corporation: DELAWARE
Coupa Software Incorporated		02/28/2023	Corporation: DELAWARE
Yapta, Inc.		02/28/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SSLP Lending, LLC		
Street Address:	2100 McKinney Avenue		
Internal Address:	Suite 1500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 60			
Property Type	Number	Word Mark	
Registration Number:	5183324		
Registration Number:	5287233		
Registration Number:	5183323	\$ X	
Registration Number:	4250229	BELLIN	
Registration Number:	5046860	CONNXSMART	
Registration Number:	5261201	CONNXUS	
Registration Number:	5083807	CONNXUS CARES	
Registration Number:	5083760	CONNXUS CARES	
Registration Number:	5134670	CONNXUS CARES	
Registration Number:	5982291	CONNXUS CERTIFIED	
Registration Number:	5428504	CONNXUS ECONOMIC IMPACT REPORT	
Registration Number:	5139051	CONNXUS PLATINUM	
Registration Number:	5471425	CONNXUS PROCURE SCORECARD	
Registration Number:	5471424	CONNXUS RISK SCORECARD	
Registration Number:	5968099	CONNXUS SMARTSEARCH	
Registration Number:	5881319	CONNXUS VERIFIED	

OP \$1515.00 5183324

Property Type	Number	Word Mark
Registration Number:	5881314	CONNXUS VERIFIED
Registration Number:	4175417	COUPA
Registration Number:	4632793	DATA GURU
Registration Number:	5224446	
Registration Number:	5183325	
Registration Number:	5242628	
Registration Number:	4302693	FAREIQ
Registration Number:	3520512	
Registration Number:	4325915	INTELLIGENT PRICE TRACKING
Registration Number:	4983962	LEARN ONCE, KNOW EVERYWHERE
Registration Number:	6171191	LLAMA.AI
Registration Number:	3847078	LLAMASOFT
Registration Number:	2740360	LOGICNET PLUS
Registration Number:	5657239	MYCONNXION
Registration Number:	5597235	MYCONNXION
Registration Number:	5783734	MYCONNXION BUSINESS CENTER
Registration Number:	5006158	OPEN BUSINESS NETWORK
Registration Number:	5118351	PRICES DROP. WE ALERT. YOU SAVE.
Registration Number:	5118352	PRICES DROP. WE ALERT. YOU SAVE.
Registration Number:	5403709	PROCURE SCORECARD
Registration Number:	5658210	RISK DETEXION
Registration Number:	5414900	RISK SCORECARD
Registration Number:	5438377	ROOMIQ
Registration Number:	5350806	ROUNDTRIP
Registration Number:	5350805	ROUNDTRIPPING
Registration Number:	5287234	SXX
Registration Number:	5024270	SAVINGS-AS-A-SERVICE
Registration Number:	5156525	SMARTSCRUB
Registration Number:	5928926	SRM MADE SIMPLE
Registration Number:	5323973	SUPPLIER MANAGEMENT MADE SIMPLE
Registration Number:	3742247	SUPPLY CHAIN GURU
Registration Number:	5287244	SXX
Registration Number:	5466871	VALUE AS A SERVICE
Registration Number:	5329474	X
Registration Number:	5601333	X
Registration Number:	5329359	X
Registration Number:	5183332	
Registration Number:	5183329	X

Property Type	Number	Word Mark
Registration Number:	5197121	X
Registration Number:	5183330	
Registration Number:	5088549	X
Registration Number:	5197140	X
Registration Number:	3487564	YAPTA
Registration Number:	3487565	YAPTA

CORRESPONDENCE DATA

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: 212.318.6000
Email: yoosonlee@paulhastings.com
Correspondent Name: Yooson Sandy Lee
Address Line 1: Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Yooson Sandy Lee
SIGNATURE:	/s/ Yooson Sandy Lee
DATE SIGNED:	02/28/2023

Total Attachments: 9
source=Sixth Street _Thoma Bravo_Project Mantle - Trademark Security Agreement [Executed](168804481_2)#page1.tif
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of February 28, 2023, is made by CONNXUS, INC., a Delaware corporation, COUPA SOFTWARE INCORPORATED, a Delaware corporation, and YAPTA, INC., a Delaware corporation (each a “Grantor” and collectively, the “Grantors”), in favor of SSLP Lending, LLC (“Sixth Street”), as Collateral Agent (as defined below) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of February 27, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among , Project CS Merger Sub, Inc., a Delaware corporation (prior to the consummation of the Merger, the “Initial Borrower”), Coupa Software Incorporated, a Delaware corporation (upon the consummation of the Merger, the “Co-Borrower”), Coupa Holdings, LLC, a Delaware limited liability company (the “Primary Borrower” and, together with the Co-Borrower, the “Borrower”), the lending institutions from time to time party thereto (each a “Lender” and, collectively, the “Lenders”) and Sixth Street, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties and as Administrative Agent (as defined therein).

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 Security Agreement, dated as of February 28, 2023 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, each 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, each 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 or the Security Agreement, as context dictates.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such 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 each 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. Each 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. The provisions of Section 8.7 of the Security Agreement are incorporated herein by reference, mutatis mutandis.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CONNXUS, INC.,
a Delaware corporation
as a Grantor

By: Tony Tiscornia
Name: Anthony Tiscornia
Title: President

COUPA SOFTWARE INCORPORATED,
a Delaware corporation
as a Grantor

By: Tony Tiscornia
Name: Anthony Tiscornia
Title: Chief Financial Officer

YAPTA, INC.,
a Delaware corporation
as a Grantor

By: Tony Tiscornia
Name: Anthony Tiscornia
Title: Treasurer

SSLP LENDING, LLC,
as the Collateral Agent



By: _____

Name: Robert (Bo) Stanley

Title: Vice President






Schedule 3





U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Jurisdiction	Registration No. Registration Date	Status	Current Owner of Record
\$ X 	U.S. FEDERAL	5183324 11-APR-2017	Registered	CONNXUS, INC.
\$ X 	U.S. FEDERAL	5287233 12-SEP-2017	Registered	CONNXUS, INC.
\$ X 	U.S. FEDERAL	5183323 11-APR-2017	Registered	CONNXUS, INC.
BELLIN 	U.S. FEDERAL	4250229 27-NOV-2012	Registered	BELLIN GMBH (Germany)
CONNXSMART	U.S. FEDERAL	5046860 20-SEP-2016	Registered	CONNXUS, INC.
CONNXUS	U.S. FEDERAL	5261201 08-AUG-2017	Registered	CONNXUS, INC.
CONNXUS CARES 	U.S. FEDERAL	5083807 15-NOV-2016	Registered	CONNXUS, INC.
CONNXUS CARES	U.S. FEDERAL	5083760 15-NOV-2016	Registered	CONNXUS, INC.
CONNXUS CARES 	U.S. FEDERAL	5134670 31-JAN-2017	Registered	CONNXUS, INC.
CONNXUS CERTIFIED	U.S. FEDERAL	5982291 11-FEB-2020	Registered	CONNXUS, INC.
CONNXUS ECONOMIC IMPACT REPORT	U.S. FEDERAL	5428504 20-MAR-2018	Registered	CONNXUS, INC.
CONNXUS PLATINUM	U.S. FEDERAL	5139051 07-FEB-2017	Registered	CONNXUS, INC.
CONNXUS PROCURE SCORECARD	U.S. FEDERAL	5471425 15-MAY-2018	Registered	CONNXUS, INC.

Mark	Jurisdiction	Registration No. Registration Date	Status	Current Owner of Record
CONNXUS RISK SCORECARD	U.S. FEDERAL	5471424 15-MAY-2018	Registered	CONNXUS, INC.
CONNXUS SMARTSEARCH	U.S. FEDERAL	5968099 21-JAN-2020	Registered	CONNXUS, INC.
CONNXUS VERIFIED 	U.S. FEDERAL	5881319 08-OCT-2019	Registered	CONNXUS, INC.
CONNXUS VERIFIED	U.S. FEDERAL	5881314 08-OCT-2019	Registered	CONNXUS, INC.
COUPA	U.S. FEDERAL	4175417 17-JUL-2012	Registered	COUPA SOFTWARE INCORPORATED
DATA GURU	U.S. FEDERAL	4632793 04-NOV-2014	Registered	COUPA SOFTWARE INCORPORATED
Design Only 	U.S. FEDERAL	5224446 13-JUN-2017	Registered	CONNXUS, INC.
Design Only 	U.S. FEDERAL	5183325 11-APR-2017	Registered	CONNXUS, INC.
Design Only 	U.S. FEDERAL	5242628 11-JUL-2017	Registered	CONNXUS, INC.
FAREIQ	U.S. FEDERAL	4302693 12-MAR-2013	Registered	YAPTA, INC.
HONEYCOMB DESIGN MARK 	U.S. Federal	3520512 21-OCT-2008	Registered	Exari Solutions
INTELLIGENT PRICE TRACKING	U.S. FEDERAL	4325915 23-APR-2013	Registered	YAPTA, INC.
LEARN ONCE, KNOW EVERYWHERE	U.S. FEDERAL	4983962 21-JUN-2016	Registered	COUPA SOFTWARE INCORPORATED

Mark	Jurisdiction	Registration No. Registration Date	Status	Current Owner of Record
LLAMA.AI	U.S. FEDERAL	6171191 06-OCT-2020	Registered	COUPA SOFTWARE INCORPORATED
LLAMASOFT	U.S. FEDERAL	3847078 14-SEP-2010	Registered	COUPA SOFTWARE INCORPORATED
LOGICNET PLUS	U.S. FEDERAL	2740360 22-JUL-2003	Registered	COUPA SOFTWARE INCORPORATED
MYCONNXION	U.S. FEDERAL	5657239 15-JAN-2019	Registered	CONNXUS, INC.
MYCONNXION	U.S. FEDERAL	5597235 30-OCT-2018	Registered	CONNXUS, INC.
MYCONNXION BUSINESS CENTER	U.S. FEDERAL	5783734 18-JUN-2019	Registered	CONNXUS, INC.
OPEN BUSINESS NETWORK	U.S. FEDERAL	5006158 26-JUL-2016	Registered	COUPA SOFTWARE INCORPORATED
PRICES DROP. WE ALERT. YOU SAVE.	U.S. FEDERAL	5118351 10-JAN-2017	Registered	YAPTA, INC.
PRICES DROP. WE ALERT. YOU SAVE.	U.S. FEDERAL	5118352 10-JAN-2017	Registered	YAPTA, INC.
PROCURE SCORECARD	U.S. FEDERAL	5403709 13-FEB-2018	Registered	CONNXUS, INC.
RISK DETEXION	U.S. FEDERAL	5658210 15-JAN-2019	Registered	CONNXUS, INC.
RISK SCORECARD	U.S. FEDERAL	5414900 27-FEB-2018	Registered	CONNXUS, INC.
ROOMIQ	U.S. FEDERAL	5438377 03-APR-2018	Registered	YAPTA, INC.
ROUNDTRIP	U.S. Federal	5350806 05-DEC-2017	Registered	Exari Solutions
ROUNDTRIPPING	U.S. Federal	5350805 05-DEC-2017	Registered	Exari Solutions
S 	U.S. FEDERAL	5287234 12-SEP-2017	Registered	CONNXUS, INC.

Mark	Jurisdiction	Registration No. Registration Date	Status	Current Owner of Record
SAVINGS-AS-A-SERVICE	U.S. FEDERAL	5024270 16-AUG-2016	Registered	COUPA SOFTWARE INCORPORATED
SMARTSCRUB	U.S. FEDERAL	5156525 07-MAR-2017	Registered	CONNXUS, INC.
SRM MADE SIMPLE	U.S. FEDERAL	5928926 03-DEC-2019	Registered	CONNXUS, INC.
SUPPLIER MANAGEMENT MADE SIMPLE	U.S. FEDERAL	5323973 31-OCT-2017	Registered	CONNXUS, INC.
SUPPLY CHAIN GURU	U.S. FEDERAL	3742247 26-JAN-2010	Registered	COUPA SOFTWARE INCORPORATED
SXX 	U.S. FEDERAL	5287244 12-SEP-2017	Registered	CONNXUS, INC.
VALUE AS A SERVICE	U.S. FEDERAL	5466871 15-MAY-2018	Registered	COUPA SOFTWARE INCORPORATED
X 	U.S. FEDERAL	5329474 07-NOV-2017	Registered	CONNXUS, INC.
X 	U.S. FEDERAL	5601333 06-NOV-2018	Registered	CONNXUS, INC.
X 	U.S. FEDERAL	5329359 07-NOV-2017	Registered	CONNXUS, INC.
X 	U.S. FEDERAL	5183332 11-APR-2017	Registered	CONNXUS, INC.
X 	U.S. FEDERAL	5183329 11-APR-2017	Registered	CONNXUS, INC.

Mark	Jurisdiction	Registration No. Registration Date	Status	Current Owner of Record
X 	U.S. FEDERAL	5197121 02-MAY-2017	Registered	CONNXUS, INC.
X 	U.S. FEDERAL	5183330 11-APR-2017	Registered	CONNXUS, INC.
X 	U.S. FEDERAL	5088549 22-NOV-2016	Registered	CONNXUS, INC.
X 	U.S. FEDERAL	5197140 02-MAY-2017	Registered	CONNXUS, INC.
YAPTA	U.S. FEDERAL	3487564 19-AUG-2008	Registered	YAPTA, INC.
YAPTA yapta [™]	U.S. FEDERAL	3487565 19-AUG-2008	Registered	YAPTA, INC.