

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM794627

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
5 M'S MINERALS MANAGEMENT, LLC		05/02/2022	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Advent Software, Inc.		
<b>Street Address:</b>	600 Townsend Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94103		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4944103	MINERALWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4122275551		
<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>			
<b>Phone:</b>	412-694-7289		
<b>Email:</b>	ipdocket@leechtishman.com		
<b>Correspondent Name:</b>	Michael D. Lazzara		
<b>Address Line 1:</b>	525 William Penn Place		
<b>Address Line 2:</b>	28th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	SSC-1000-MINERALWARE		
<b>NAME OF SUBMITTER:</b>	Michael D. Lazzara		
<b>SIGNATURE:</b>	/Michael D. Lazzara/		
<b>DATE SIGNED:</b>	03/15/2023		
<b>Total Attachments: 12</b>			
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**MEMBERSHIP INTEREST PURCHASE AGREEMENT  
BY AND AMONG  
ADVENT SOFTWARE, INC.,  
5 M'S MINERALS MANAGEMENT, LLC,  
5Ms TECHNOLOGIES, LLC, and  
RYAN VINSON AND SUMMIT COVE INVESTMENTS, L.P.**

**Dated as of May 2, 2022**

## MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (this "Agreement") is made and entered into as of May 2, 2022, by and among Advent Software, Inc., a Delaware corporation (the "Purchaser"), a wholly-owned subsidiary of SS&C Technologies, Inc., 5 M's Minerals Management, LLC d/b/a MineralWare, a Texas limited liability company (the "Company"), 5Ms Technologies, LLC, a Texas limited liability company (the "Member"), Ryan Vinson, a Texas resident ("Mr. Vinson"), and Summit Cove Investments, L.P., a Texas limited partnership ("Summit Cove") (each of Mr. Vinson and Summit Cove are referred to herein as a "Seller" and together, the "Sellers", and together with the Company and the Member, the "Seller Parties").

### RECITALS

A. The Member is the legal and beneficial owner of all of the issued and outstanding membership interests of the Company (collectively, the "Membership Interests") as of the date of this Agreement.

B. Subject to the terms and conditions set forth in this Agreement, the Purchaser desires to purchase from the Member, and the Member desires to sell to the Purchaser, all of the Membership Interests, on the terms and subject to the conditions contained herein.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereby agree as follows:

### ARTICLE I

#### DEFINITIONS

For all purposes of this Agreement, the following terms shall have the following respective meanings:

"**2021 Financials**" means the Company's unaudited consolidated balance sheet as of December 31, 2021 (such date, the "**Balance Sheet Date**") and the related unaudited consolidated statements of income, cash flow and members' equity.

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person. For purposes of this Agreement, "control," when used with respect to any specified Person, means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through ownership of voting securities or by Contract or otherwise, and the terms "controlling" and "controlled by" have correlative meanings to the foregoing. Without limiting the foregoing, the Member and its Affiliates (including the Sellers) are pre-Closing Affiliates of the Company for purposes hereof.

"**Affordable Care Act**" means the Patient Protection and Affordable Care Act (Pub. L. 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111-152), and the regulations promulgated pursuant to each of the foregoing laws.

"**Ancillary Agreements**" means the Key Employee Hire Documents and the New Hire Documents, the Certificates, the Transition Services Agreement and all other agreements and certificates executed and delivered by or on behalf of the Member, the Sellers, the Company, or any officers of the Company in their capacity as such, or the Purchaser or any officers of the Purchaser in their capacity as such (only if the Member, any Seller or the Company is a party to such agreement or certificate), in connection with this Agreement or the Transactions; provided, however, that the Key Employee Hire Documents and the New

“**Willful Breach**” means (a) a breach of a representation or warranty contained in Article III, Article IV or Article V of this Agreement that the breaching party knows is or would reasonably be expected to constitute a misrepresentation of such representation or warranty or (b) a breach of a covenant contained in this Agreement that the breaching party knows is or would reasonably be expected to constitute a breach of such covenant.

Additional capitalized terms are defined throughout this Agreement as so indicated and defined.

## ARTICLE II

### PURCHASE AND SALE; CLOSING

#### 2.1 Purchase and Sale.

(a) Purchase and Sale of Membership Interests. Upon the terms and subject to the conditions of this Agreement, at the Closing, the Member shall sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser will purchase and acquire from the Member, the right, title and interest in and to all of the Membership Interests (collectively, the “**Purchased Interests**”), free and clear of any and all Liens (the “**Membership Interest Purchase**”), in exchange for the consideration specified herein.

(b) Payments at the Closing on Membership Interests. In full consideration for the transfer of the Purchased Interests as set forth in Section 2.1(a), simultaneously with the Closing, the Purchaser shall:

(i) pay or cause to be paid to the Member, the Closing Consideration, in accordance with the instructions set forth on the Spreadsheet;

(ii) pay, on behalf of the Company, the holders of Funded Indebtedness, by wire transfer of immediately available funds in accordance with the payoff letters as set forth in Section 2.4(b)(xi) and the Spreadsheet, the aggregate amount of the Closing Indebtedness for the Funded Indebtedness that is due and payable at the Closing, in accordance with the instructions set forth on the Spreadsheet;

(iii) pay, on behalf of the Company, the Member, the Sellers and their respective Affiliates, as applicable, by wire transfer of immediately available funds to accounts of the applicable third-party service providers, the aggregate amount of the Closing Transaction Expenses that is due and payable at the Closing (except for any Employee Payments) in accordance with the instructions set forth on the Spreadsheet;

(iv) cause to be paid, on behalf of the Company, the Member, the Sellers and their respective Affiliates, any Employee Payments payable to Continuing Employees through the Company, the Purchaser or one of its Affiliates’ payroll system in accordance with standard payroll practices, as applicable, on such entity’s first standard payroll to be run after the Closing or as soon as practicable thereafter, in accordance with the instructions set forth on the Spreadsheet;

(v) cause to be paid, on behalf of the Company, the Member, the Sellers and their respective Affiliates, any Employee Payments payable to any person who is not a Continuing Employee to the Member, in accordance with the instructions set forth on the Spreadsheet, for distribution by the Member through its or one of its Affiliates’ payroll system in accordance with standard payroll practices, as applicable, on such entity’s first standard payroll to be run after the Closing or as soon as practicable thereafter; and

(vi) retain the Holdback Amount.

(c) Withholding. The Purchaser (or any of its agents or Affiliates, as the case may be) shall be entitled to deduct and withhold from any payment pursuant to this Agreement such amounts as are

Company and any of its Affiliates with respect to any of the property or assets of the Company or the operation of the Company's business.

(i) To the Knowledge of Company, there is no action or proceeding pending or threatened relating to the real property identified in the Disclosure Schedule.

### 3.11 Intellectual Property.

(a) Definitions. For all purposes of this Agreement, the following terms shall have the following respective meanings:

**"Company Intellectual Property"** means any and all Intellectual Property that is owned, purported to be owned (in each case whether owned singularly or jointly with a third party or parties), filed by, or exclusively licensed to or held in the name of the Company.

**"Company Products"** means all products and services currently or previously developed (including products and services for which development is ongoing), made commercially available, marketed, distributed, supported, sold, imported for resale or licensed out by or on behalf of the Company, and all products and services listed on Section 3.11(a) of the Disclosure Schedule which the Company intends to make commercially available, market, distribute, sell, import for resale, or license within twelve (12) months after the date hereof, or are listed on Section 3.11(a) of the Disclosure Schedule.

**"Company Registered Intellectual Property"** means all Registered Intellectual Property that is part of Company Intellectual Property.

**"Company Technology"** means all Technology that is a part of the Company Intellectual Property.

**"Generally Commercially Available Code"** means any generally commercially available software (i) in executable code form that is available for a cost of not more than \$5,000 (per year, in the case of time-limited licenses) for a license for a single user or work station or \$25,000 (per year, in the case of time-limited licenses) in the aggregate for all users and work stations at/on a single location, entity or local area network, as the case may be or (ii) available on a hosted, subscription basis, for a cost of not more than \$5,000 annually in aggregate for all users and work stations; provided that Generally Commercially Available Code shall exclude any software or Technology that is or will to any extent be incorporated into, integrated or bundled with, linked with, used in the development or compilation of, or require any payment with respect to, any Company Product or other intellectual property offering of the Company.

**"Infringement"** or **"Infringe"** means an assertion that a given item (whether tangible or not) infringes, misappropriates, dilutes, unfairly competes with, constitutes unauthorized use of or otherwise violates the Intellectual Property Rights of any Person.

**"Intellectual Property"** means any and all Intellectual Property Rights and Technology.

**"Intellectual Property Rights"** means, any or all of the following and all rights in, arising out of, or associated therewith, in each case, throughout the world, (i) patents and patent applications, and other governmental grants for the protection of inventions, including patent rights, inventions, discoveries and invention disclosures (whether or not patented), (ii) rights associated with works of authorship, including exclusive exploitation rights, copyrights in published and unpublished works, copyright registrations and applications for copyright registration, Moral Rights, rights of publicity and privacy, and mask work rights, and all derivatives, translations, adaptations and combinations of the foregoing, (iii) rights in know-how, trade secrets and confidential or proprietary information, including research in progress, algorithms, data, databases, data collections, designs, processes, formulae, models, strategies, prototypes, techniques, source code, source code documentation, beta testing procedures and beta testing results ("**Trade Secrets**"), (iv) rights in registered and unregistered trademarks, trade names, logos, service marks, designs, emblems, signs, insignia, slogans, other similar designations of source or origin and general intangibles of like nature, and registrations and applications for registration for any of the foregoing, together with the goodwill of the Company or the Company's business symbolized by any of the foregoing ("**Trademarks**"), (v) domain

names, registrations for domain names and web addresses, (vi) analogous rights to those set forth above and any other intellectual property rights in any jurisdiction, and (vii) rights to sue for past, present and future Infringement of the rights set forth above.

“**Moral Rights**” means moral rights in any Intellectual Property, including the right to the integrity of the work, the right to be associated with the work as its author by name or under a pseudonym and the right to remain anonymous.

“**Open Source Software**” means any software (in source or object code form) that is subject to (i) a license or other agreement commonly referred to as an open source, free software, copyleft or community source code license (including but not limited to any code or library licensed under the GNU General Public License, GNU Lesser General Public License, BSD License, Apache Software License, or any other public source code license arrangement) or (ii) any other license or other agreement that requires, as a condition of the use, modification or distribution of software subject to such license or agreement, that such software or other software linked with, called by, combined or distributed with such software be (A) disclosed, distributed, made available, offered, licensed or delivered in source code form, (B) licensed for the purpose of making derivative works, (C) licensed under terms that allow reverse engineering, reverse assembly, or disassembly of any kind except as are required to be expressly permitted under applicable law, or (D) redistributable at no charge, including without limitation any license defined as an open source license by the Open Source Initiative as set forth on [www.opensource.org](http://www.opensource.org).

“**Registered Intellectual Property**” means Intellectual Property that has been registered, filed, certified or otherwise perfected or recorded with or by any state, provincial, federal government or other public or quasi-public legal authority (including domain name registrars), or any applications for any of the foregoing.

“**Technology**” means (i) works of authorship including algorithms, diagrams, formulae, computer programs, in source code and executable code form, subroutines, user interfaces, and their architecture, schematics, configurations and documentation, (ii) inventions (whether or not patentable), discoveries and improvements, (iii) Trade Secrets, (iv) databases, data compilations and collections, and customer, financial and technical data, (v) methods and processes, (vi) devices, prototypes, designs and schematics and (vii) tangible items related to, constituting, disclosing or embodying any or all of the foregoing, including all versions thereof and all technology from which such items were derived.

(b) Company Products and Technology. Section 3.11(a) of the Disclosure Schedule contains a complete and accurate list of all Company Products. There are no claims with respect to any of the Company Products (or any other Company Intellectual Property) which do, or may reasonably be expected to, adversely affect the value of such Company Product or Company Intellectual Property or which would reasonably be expected to, adversely affect the Company’s ability to perform any of its contractual obligations. Each Company Product performs as the Company has warranted or guaranteed. Section 3.11(b)(ii) of the Disclosure Schedule sets forth a complete and accurate list and/or description of all Intellectual Property of any third Person that is, in whole or in part, incorporated into, integrated or bundled with, linked with, or used in the development or compilation of, any Company Product, other than any Open Source Software listed on Section 3.11(h) of the Disclosure Schedule.

(c) Registered Intellectual Property. Section 3.11(c) of the Disclosure Schedule contains a complete and accurate list of (i) all Company Registered Intellectual Property and all material unregistered Trademarks used by the Company with respect to any Company Products, (ii) any actions that must be taken by the Company within ninety (90) days of the Closing Date with respect to any of the Company Registered Intellectual Property, including the payment of any registration, maintenance, renewal fees or taxes or the filing of any documents, applications or certificates, (iii) any joint owners of Company Registered Intellectual Property, and (iv) any Liens as to which any of the scheduled items are subject. With respect to each item of Company Registered Intellectual Property: (i) all necessary registration, maintenance and renewal fees have been paid, and all necessary documents and certificates have been filed

with the relevant patent, copyright, trademark or other authorities in the jurisdiction of registration for the purposes of maintaining the Intellectual Property Rights therein; (ii) each such item is currently in compliance with formal legal payment and filing requirements (including payment of filing, examination and maintenance fees and proofs of use and timely filing of affidavits of use and incontestability and renewal applications) in the jurisdiction of registration; and (iii) each such item is subsisting, valid and enforceable. To the Company's Knowledge, there are no facts, information, or circumstances, including any information or facts that would constitute prior art, that would render any item of the Company Registered Intellectual Property invalid or unenforceable, or would affect any pending application for any Company Registered Intellectual Property. The Company has never misrepresented, or failed to disclose, any facts or circumstances in any application for any item of Company Registered Intellectual Property that would constitute fraud or a misrepresentation with respect to such application or that would otherwise affect the enforceability of any Company Registered Intellectual Property. To the Knowledge of the Company, no proceedings or actions before any court or tribunal (including the United States Patent and Trademark Office or equivalent authority anywhere in the world) relating to the validity, enforceability, scope, ownership or Infringement of any of the Company Registered Intellectual Property have been threatened.

(d) Effect of this Transaction. Following the Closing, all Company Intellectual Property will be fully transferable, alienable and licensable by the Company or the Purchaser without restriction and without payment of any kind to any third party. Neither the execution, delivery or performance of this Agreement or the Ancillary Agreements nor the consummation of any of the Transactions will, with or without notice or lapse of time, result in, or give any other Person the right or option to cause or declare: (i) a loss of, or Lien (other than Permitted Liens) on, any Company Intellectual Property or any Company Product; (ii) a breach of or default under, or right to terminate or suspend performance of, any Contract which provides for the use of third party Intellectual Property, (iii) the release, disclosure or delivery of any Company Intellectual Property, or Company Product by or to any escrow agent or other Person; (iv) the grant, assignment or transfer to any other Person of any license or other right or interest under, to or in any of the Company Intellectual Property; or (v) by the terms of any Contract, a reduction of any royalties, revenue sharing, or other payments the Company would otherwise be entitled to with respect to any Company Intellectual Property.

(e) Title to Intellectual Property. The Company is the sole and exclusive owner of each item of Company Intellectual Property, free and clear of any Liens except for Permitted Liens. Except where any of the schedules indicates joint ownership, the Company has the sole and exclusive right to bring a claim or suit against a third party for past, present or future Infringement of the Company Intellectual Property. The Company Intellectual Property, together with any Intellectual Property licensed pursuant to Inbound Licenses, includes all Intellectual Property that is used or necessary for in the conduct of the business of the Company as it currently is conducted by the Company including the design, development, use, marketing, import, export, distribution, licensing out and sale of all Company Products. The Company has obtained and possesses valid licenses to use all Company Products or Company Intellectual Property, including the software programs present on the computers and other software-enabled electronic devices that it owns or leases or that it has otherwise provided to its employees for their use in connection with the Company's business. The Company has never (i) transferred ownership of, or granted any exclusive license with respect to, any Intellectual Property to any other Person, or (ii) permitted the rights of the Company in any Company Intellectual Property, that is or was at the time material to the Company, to enter into the public domain. No Company Product or Company Intellectual Property is subject to any proceeding or outstanding decree, order, judgment or settlement agreement or stipulation that restricts in any manner the use, provision, transfer, assignment or licensing thereof by the Company or may affect the validity, registrability, use or enforceability of such Company Product or Company Intellectual Property.

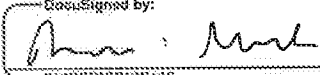
(f) License Agreements: Standard Form Agreements. Section 3.11(f) of the Disclosure Schedule contains a complete and accurate list of all Contracts under which the Company (i) is granted any right under any Intellectual Property Rights or with respect to Technology of any other Person



IN WITNESS WHEREOF, the Purchaser, the Company, the Sellers and the Member have caused this Agreement to be signed, all as of the date first written above.

**PURCHASER:**

**ADVENT SOFTWARE, INC.**

By:    
DocuSigned by:   
Name: Patrick J. Pedonti  
Title: Vice President and Treasurer

[Signature Page -- Membership Interest Purchase Agreement]

IN WITNESS WHEREOF, the Purchaser, the Company, the Sellers and the Member have caused this Agreement to be signed, all as of the date first written above.

**COMPANY:**

**5 M'S MINERALS MANAGEMENT, LLC**

By:   
Name: Ryan Vinson  
Title: Chief Executive Officer

**MEMBER:**

**SMS TECHNOLOGIES, LLC**

By:   
Name: Ryan Vinson  
Title: Chief Executive Officer

**SELLERS:**

**SUMMIT COVE INVESTMENTS, L.P.**

By: Brogdon Family Management, LLC,  
Its General Partner

By: \_\_\_\_\_  
Name: Larry Brogdon  
Title: President

**RYAN VINSON**

By: 

IN WITNESS WHEREOF, the Purchaser, the Company, the Sellers and the Member have caused this Agreement to be signed, all as of the date first written above.

**COMPANY:**

**5 M'S MINERALS MANAGEMENT, LLC**

By: \_\_\_\_\_  
Name: Ryan Vinson  
Title: Chief Executive Officer

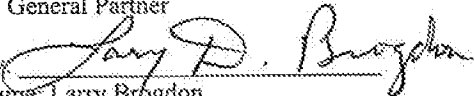
**MEMBER:**

**SMS TECHNOLOGIES, LLC**

By: \_\_\_\_\_  
Name: Ryan Vinson  
Title: Chief Executive Officer

**SELLERS:**

**SUMMIT COVE INVESTMENTS, L.P.**

By: Brogdon Family Management, LLC,  
Its General Partner  
By:   
Name: Larry Brogdon  
Title: President

**RYAN VINSON**

By: \_\_\_\_\_

**DISCLOSURE SCHEDULES  
TO  
MEMBERSHIP INTEREST PURCHASE AGREEMENT**

**BY AND AMONG**

**ADVENT SOFTWARE, INC.,  
5 M'S MINERALS MANAGEMENT, LLC,  
AND 5M<sub>s</sub> TECHNOLOGIES, LLC**

**DATED: MAY 2, 2022**

Reference is made to the Membership Interest Purchase Agreement, dated as of May 2, 2022 (the "Agreement"), by and among Advent Software, Inc., a Delaware corporation, a wholly owned subsidiary of SS&C Technologies, Inc. (the "Purchaser"), 5M's Minerals Management, LLC d/b/a MineralWare, a Texas limited liability company (the "Company"), 5Ms Technologies, LLC, a Texas limited liability company, Ryan Vinson, a Texas resident ("Mr. Vinson"), and Summit Cove Investments, L.P., a Texas limited partnership ("Summit Cove") (each of Mr. Vinson and Summit Cove are referred to herein as a "Seller" and together, the "Sellers").

This disclosure schedule (this "Disclosure Schedule") is being delivered by the Sellers to the Purchaser in connection with the execution of the Agreement. Unless the context otherwise requires, all terms used in this Disclosure Schedule that is not otherwise defined herein shall have the respective meanings assigned to them in the Agreement. The introductory language hereto and the headings contained in the sections or subsections of this Disclosure Schedule is for convenience of reference only and shall not have the effect of amending or changing the express terms of the sections or subsections as set forth in the Agreement. The information set forth in this Disclosure Schedule, which relates to the representations, warranties, covenants and agreements of the Sellers, is subject to the qualifications set forth in Section 10.14 of the Agreement.

Schedule 3.11(c)

**Intellectual Property**

(i)  
**Marks**

Mark	Type	Jurisdiction	Registration No.	Registration Date	Latest date §§8 & 9 (10 year) can be filed w/o fee	Registrant
MINERALWARE	Service Mark	US	4944103	April 26, 2016	April 27, 2026	5 M's Minerals Management, LLC
MineralWare logo	Common Law	US	N/A	N/A	N/A	N/A

**Domain Names**

<http://www.mineralware.com/>

(ii)

None

(iii)

None

(iv)

None

ACTIVE/116371135