

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790101

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900736701

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OUTSYSTEMS, INC.		12/08/2022	Corporation: DELAWARE
DRIFTY CO.		12/08/2022	Corporation: DELAWARE
OUTSYSTEMS - SOFTWARE EM REDE, S.A.		12/08/2022	Corporation: PORTUGAL

RECEIVING PARTY DATA

Name:	Sixth Street Specialty Lending Europe II Advisors, Ltd
Street Address:	2100 McKinney Avenue, Suite 1500
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Limited Company: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	6092532	INNOVATE WITH NO LIMITS
Registration Number:	5704686	CAPACITOR
Registration Number:	5316724	IONIC
Registration Number:	5207134	IONIC
Registration Number:	5583349	OUTSYSTEMS
Registration Number:	3822583	OUTSYSTEMS
Registration Number:	5718151	THE #1 LOW-CODE PLATFORM
Serial Number:	97116406	BUILD APPLICATIONS FAST, RIGHT, AND FOR

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Robert Lazar

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 74267-085

NAME OF SUBMITTER: Robert Lazar

SIGNATURE: /Robert Lazar/

DATE SIGNED: 02/27/2023

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of December 8, 2022, is made by OUTSYSTEMS, INC., a Delaware corporation, DRIFTY CO., a Delaware corporation and OUTSYSTEMS - SOFTWARE EM REDE, S.A., an entity incorporated under the laws of Portugal (each a “Grantor”, and, together, the “Grantors”), in favor of Sixth Street Specialty Lending Europe II Advisors, Ltd (“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 the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among OutSystems Holdings S.A., a public limited liability company (société anonyme) incorporated under the laws of Luxembourg, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register (R.C.S. Luxembourg) under number B213910 (the “Holdings”), Outsystems LuxCo S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated under the laws of Luxembourg, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register (R.C.S. Luxembourg) under number B272731 (the “Borrower”), the lending institutions from time to time parties 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.

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, the Grantors and any Additional Grantor that becomes a party thereto have executed and delivered the Security Agreement, dated as of the date hereof, 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 and the Security Agreement.

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 each 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.

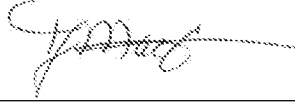
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. 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. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

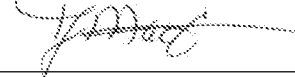
6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

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.


OUTSYSTEMS, INC.,
as a Grantor

By: 
Name: Timothy MacCarrick
Title: Treasurer and Chief Financial Officer

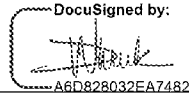
DRIFTY CO.,
as a Grantor

By: 
Name: Timothy MacCarrick
Title: Treasurer

OUTSYSTEMS - SOFTWARE EM REDE, S.A.,
as a Grantor

By: 
Name: June Duchesne
Title: Director

**SIXTH STREET SPECIALTY LENDING EUROPE II
ADVISORS, LTD,**
as the Collateral Agent

DocuSigned by:


By: _____
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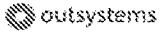
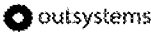
Name: **Daniel Wanek**

Title: **Director**

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark Registrations:

Trademark	Country	Owner	Registration Number	Registration Date
INNOVATE WITH NO LIMITS	USA	OUTSYSTEMS, INC.	6092532	30-JUN-2020
CAPACITOR	USA	DRIFTY CO.	5704686	19-MAR-2019
IONIC	USA	DRIFTY CO.	5316724	24-OCT-2017
IONIC	USA	DRIFTY CO.	5207134	23-MAY-2017
OUTSYSTEMS 	USA	OUTSYSTEMS - SOFTWARE EM REDE S.A. (Portugal)	6391961	22-JUN-2021
OUTSYSTEMS 	USA	OUTSYSTEMS, SOFTWARE EM REDE S.A. (Portugal)	5583349	16-OCT-2018
OUTSYSTEMS	USA	OUTSYSTEMS - SOFTWARE EM REDE S.A. (Portugal)	6413648	13-JUL-2021
OUTSYSTEMS 	USA	OUTSYSTEMS, SOFTWARE EM REDE S.A. (Portugal)	3822583	20-JUL-2010
THE #1 LOW-CODE PLATFORM	USA	OUTSYSTEMS, SOFTWARE EM REDE S.A. (Portugal)	5718151	02-APR-2019

Trademark Applications:

Trademark	Country	Owner	Application Number	Application Date
BUILD APPLICATIONS FAST, RIGHT, AND FOR THE FUTURE	USA	OUTSYSTEMS, SOFTWARE EM REDE S.A. (Portugal)	97116406	09-Nov-2021