

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796190

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LiquidPlanner, Inc.		03/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BRIDGE BANK, N.A.		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3513371	LIQUIDPLANNER	
Registration Number:	4119451	LIQUIDPLANNER	
Serial Number:	88587894		
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1939784 TM		
NAME OF SUBMITTER:	Carolina Becerra		
SIGNATURE:	/Carolina Becerra/		
DATE SIGNED:	03/21/2023		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 21, 2023 by and between the Grantors listed on the signature page hereto (the “*Grantor*”) and **SILICON VALLEY BRIDGE BANK, N.A.** (“*SVB*”), as administrative agent and collateral agent for the Lenders (as defined below) (in such capacities, “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of November 24, 2021, by and among **DIVERSIS TEMPO INTERMEDIATE, LLC**, a Delaware limited liability company (“*Parent*”), **DIVERSIS TEMPO HOLDCO, LLC**, a Delaware limited liability company (the “*Borrower*”), the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), SVB, as the Issuing Lender and the Swingline Lender, and Administrative Agent (as may be further amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent and the Lenders to make the Loans to Borrower under the Credit Agreement, Borrower and each other Grantor entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of November 24, 2021, (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and the Lenders made the Loans to Borrower, but only upon the condition, among others, that Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s and each other Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, each Grantor grants and pledges to Administrative Agent a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits) and goodwill associated therewith, the right to sue for past, present and future

infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

LIQUIDPLANNER, INC.

By: _____

Name: Ron Nayot

Title: Treasurer and Secretary

[Signature Page to Intellectual Property Security Agreement]

ADMINISTRATIVE AGENT:

SILICON VALLEY BRIDGE BANK, N.A.

By:  _____

Name: Matthew Crismond

Title: Director

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

COPYRIGHTS

Registered Copyrights

None.

Pending Copyright Applications

None.

EXHIBIT B

PATENTS

Issued Patents

Grantor	Title	Jurisdiction	Patent No.	App. No.	Status
LiquidPlanner, Inc.	TRANSFORMING A PRIORITIZED PROJECT HIERARCHY WITH WORK PACKAGES	United States	8,706,535	13/182,411	Issued

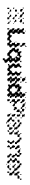
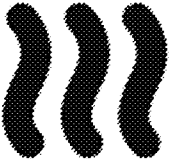
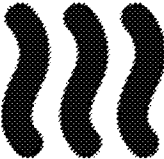
Pending Patent Applications

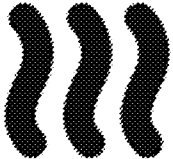
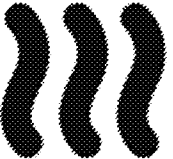
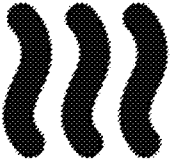
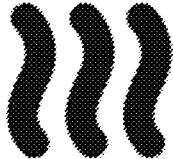
Grantor	Title	Jurisdiction	App. No.	Status
LiquidPlanner, Inc.	TRANSFORMING A PRIORITIZED PROJECT HIERARCHY WITH WORK PACKAGES	United States	13/182,411	Pending application

EXHIBIT C

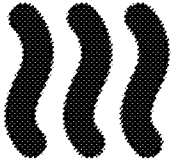
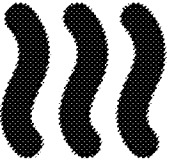
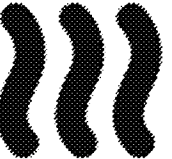
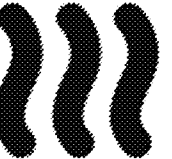
TRADEMARKS



Registered Trademarks

Grantor	Mark	Type	Jurisdiction	Application No	Registration No	Registration Date
LiquidPlanner, Inc.	LIQUIDPLANNER	Design	United States	77175895	3513371	October 7, 2008
LiquidPlanner, Inc.	LIQUIDPLANNER and Design 	Design	United States	85212270	4119451	March 27, 2012
LiquidPlanner, Inc.	LIQUIDPLANNER	Design	Canada	1673892	TMAA955855	November 21, 2016
LiquidPlanner, Inc.		Design	Mexico	M2332276	2136655	September 11, 2020
LiquidPlanner, Inc.		Design	Mexico	M2332278	2130710	September 8, 2020
LiquidPlanner, Inc.	LIQUIDPLANNER	Design	United Kingdom	UK00906412671	N/A	October 17, 2008

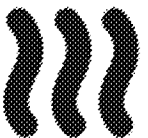
LiquidPlanner, Inc.	Design Only 	Design	United Kingdom	UK00918196926	N/A	June 20, 2020
LiquidPlanner, Inc.	Design Only 	Design	United Kingdom	UK00003466932	N/A	August 9, 2020
LiquidPlanner, Inc.	LIQUIDPLANNER	Design	European Union	006412671	006412671	October 17, 2008
LiquidPlanner, Inc.	Design Only 	Design	European Union	018196926	018196926	June 20, 2020
LiquidPlanner, Inc.	Design Only 	Design	Australia	2069090	2069090	February 13, 2020

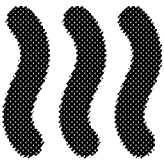
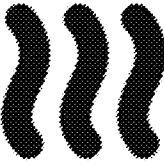
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LiquidPlanner, Inc.	Design Only 	Design	New Zealand	1140787	1140787	March 2, 2021
LiquidPlanner, Inc.	Design Only 	Design	Republic of Korea	4020200027889	N/A	
LiquidPlanner, Inc.	Design Only 	Design	Argentina	3875671	3299786	June 23, 2022
LiquidPlanner, Inc.	Design Only 	Design	Argentina	3875672	3299788	June 23, 2022
LiquidPlanner, Inc.	Design Only	Design	Brazil	919255876	N/A	November 24, 2020

						
LiquidPlanner, Inc.	Design Only	Design	Brazil	919255841	N/A	November 24, 2020
						

Pending Trademark Applications

Grantor	Mark	Type	Jurisdiction	Application No
LiquidPlanner, Inc.	 Design Only	Design	United States	88587894
LiquidPlanner, Inc.	Design Only	Design	Canada	2011444

				
LiquidPlanner, Inc.		Design Only	Design	Republic of Korea
				4020200027889

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