

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JITTERBIT, INC.		03/03/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CRESTLINE DIRECT FINANCE, L.P.		
Street Address:	201 Main Street, Suite 1900		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3406963	JITTERBIT	
Registration Number:	3327121	JITTERBIT	
Registration Number:	5689162	JITTERBIT	
Registration Number:	4923715	FANTASTIC PLATFORM	
Registration Number:	4899267	VINYL SOFTWARE	
Registration Number:	4899168	ZUDY	
Registration Number:	4899266	ZUDYSOFT	
CORRESPONDENCE DATA			
Fax Number:	6507393900		
<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:	6507393939		
Email:	DebbieWu@JonesDay.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	898953-000026		
NAME OF SUBMITTER:	Debbie Wu		

CH \$190.00 3406963

SIGNATURE:	/Debbie Wu/
DATE SIGNED:	03/23/2023
Total Attachments: 13 source=02(D). Jitterbit - Intellectual Property Security Agreement [Executed]#page1.tif source=02(D). Jitterbit - Intellectual Property Security Agreement [Executed]#page2.tif source=02(D). Jitterbit - Intellectual Property Security Agreement [Executed]#page3.tif source=02(D). Jitterbit - Intellectual Property Security Agreement [Executed]#page4.tif source=02(D). Jitterbit - Intellectual Property Security Agreement [Executed]#page5.tif source=02(D). Jitterbit - Intellectual Property Security Agreement [Executed]#page6.tif source=02(D). Jitterbit - Intellectual Property Security Agreement [Executed]#page7.tif source=02(D). Jitterbit - Intellectual Property Security Agreement [Executed]#page8.tif source=02(D). Jitterbit - Intellectual Property Security Agreement [Executed]#page9.tif source=02(D). Jitterbit - Intellectual Property Security Agreement [Executed]#page10.tif source=02(D). Jitterbit - Intellectual Property Security Agreement [Executed]#page11.tif source=02(D). Jitterbit - Intellectual Property Security Agreement [Executed]#page12.tif source=02(D). Jitterbit - Intellectual Property Security Agreement [Executed]#page13.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 3, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), by and among the Grantor listed on the signature page hereto (together with its successors and assigns, the “**Grantor**”), and Crestline Direct Finance, L.P., as administrative agent (together with its permitted successors and assigns in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of March 3, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among JBIT Intermediate, Inc., a Delaware corporation, Jitterbit, Inc., a Delaware corporation, the lenders party thereto from time to time, Crestline Direct Finance, L.P., as Administrative Agent and Silicon Valley Bank, as the Issuing Lender and Swingline Lender.

(2) In connection with the Credit Agreement, the Grantor is a party to a Guarantee and Collateral Agreement, dated as of March 3, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors named therein and the Administrative Agent, pursuant to which the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on the Collateral described therein, including the Intellectual Property Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants and agrees with the Administrative Agent and the other Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent a security interest in and continuing Lien upon all of such Grantor’s right, title and interest in, to and under the following (in each case whether now owned or existing or hereafter acquired or arising and wherever located) (all of the following, collectively, the “**Intellectual Property Collateral**”); provided that, the Intellectual Property Collateral shall not include any Excluded Assets:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof and all unregistered trademarks, trade names and service marks;

(v) all of the patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto);

(vi) all applications for patents to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(vii) all patents issued by any other country or any office, agency or other governmental authority thereof;

(viii) all applications for patents to be issued by any office, agency or other governmental authority referred to in clause (vii) above;

(ix) all of the copyrights issued by the United States Copyright Office (including, without limitation, those listed on Schedule A hereto);

(x) all applications for copyrights to be issued by the United States Copyright Office (including, without limitation, those listed on Schedule A to this Agreement);

(xi) all copyrights issued by any other country or any office, agency or other governmental authority thereof and all unregistered copyrights including, without limitations, copyrights in software and databases;

(xii) all applications for copyrights to be issued by any office, agency or other governmental authority referred to in clause (xi) above;

(xiii) all registrations and recordings with respect to any of the foregoing;

(xiv) all provisional applications, reissues, continuations, continuations-in-part, extensions, divisions and renewals of any of the foregoing;

(xv) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Grantor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent agrees that it shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(xvi) all licenses and other agreements relating in whole or in part to any of the foregoing (including, without limitation, any patents, inventions, processes, production, proprietary

information or know how covered by the foregoing), including all rights to payments in respect thereof;

(xvii) all rights to sue for past, present or future infringements of any of the foregoing;

(xviii) all goodwill related to any of the foregoing;

(xix) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Grantor related to the foregoing; and

(xx) all proceeds of any and all of the foregoing; provided that the foregoing does not include any intent-to-use trademark application filed in the United States to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark applications or the trademark that is the subject thereof under application law.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. **GOVERNING LAW.** THIS AGREEMENT, AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATED TO THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. This Section 4 shall survive the termination of this Agreement.

Section 5. **JURY TRIAL WAIVER.** EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

Section 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent. The words "execution," "signed," "signature," and words of like import in this Agreement or other certificate or instrument delivered in connection herewith shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic

Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature pages follow]

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

JITTERBIT, INC.

DocuSigned by:
By: *George Gallegos*
551500501A08411...
Name: George Gallegos
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

Accepted and acknowledged by:
CRESTLINE DIRECT FINANCE, L.P.,
as the Administrative Agent

By: _____
DocuSigned by:
Will Palmer
.....236B2E1E11E349C.....
Name: will Palmer
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

Registered Trademarks and Trademark Applications

Trademark	Application No. and Filing Date	Registration No. and Date	Owner	Current Registrant	Country
JITTERBIT	Priority to U.S. Applications	IR1443140 11/02/2018	Jitterbit, Inc.	Jitterbit, Inc.	IR – AU, CA, KR, NZ, TR
JITTERBIT	IR1443140 11/02/2018	1981540 07/31/2019	Jitterbit, Inc.	Jitterbit, Inc.	Australia (Madrid Protocol)
JITTERBIT	IR1443140 11/02/2018	2225613 11/15/2022	Jitterbit, Inc.	Jitterbit, Inc.	Canada (Madrid Protocol)
JITTERBIT	IR1443140 11/02/2018	IR1443140	Jitterbit, Inc.	Jitterbit, Inc.	South Korea (Madrid Protocol)
JITTERBIT	IR1443140 11/02/2018	1225365 01/17/23	Jitterbit, Inc.	Jitterbit, Inc.	New Zealand (Madrid Protocol)
JITTERBIT	IR1443140 11/02/2018	IR1443140	Jitterbit, Inc.	Jitterbit, Inc.	Turkey (Madrid Protocol)
JITTERBIT	Priority to U.S. Applications	IR888118 02/09/2006	Jitterbit, Inc.	Jitterbit, Inc.	IR – CN, EM
JITTERBIT	IR888118 02/09/2006	IR888118	Jitterbit, Inc.	Jitterbit, Inc.	China (Madrid Protocol)
JITTERBIT	IR888118 02/09/2006	IR888118	Jitterbit, Inc.	Jitterbit, Inc.	European Union (Madrid Protocol)
JITTERBIT	Priority to U.S. Applications	5689162 (Pending) 11/26/2022	Jitterbit, Inc.	Jitterbit, Inc.	IR – BR
JITTERBIT	US78793395 02/09/2006	UK00800888118 06/11/2007	Jitterbit, Inc.	Jitterbit Inc.	GB
JITTERBIT	1415961	1415961	Jitterbit, Inc.	Jitterbit, Inc.	India
JITTERBIT	78793395 01/17/2006	3406963 04/01/2008	Jitterbit, Inc.	Jitterbit, Inc.	U.S.
JITTERBIT	78793428 01/17/2006	3327121 10/30/2007	Jitterbit, Inc.	Jitterbit, Inc.	U.S.

Trademark	Application No. and Filing Date	Registration No. and Date	Owner	Current Registrant	Country
JITTERBIT	87905719 05/03/2018	5689162 03/05/2019	Jitterbit, Inc.	Jitterbit, Inc.	U.S.
FANTASTIC PLATFORM	86415295 10/06/2014	4923715 03/22/2016	Jitterbit, Inc.	Vinyl Development LLC	U.S.
VINYL SOFTWARE	86415323 10/06/2014	4899267 02/09/2016	Jitterbit, Inc.	Vinyl Development LLC	U.S.
ZUDY	86318282 06/24/2014	4899168 02/09/2016	Jitterbit, Inc.	Vinyl Development LLC	U.S.
ZUDYSOFT	86415243 10/06/2014	4899266 02/09/2016	Jitterbit, Inc.	Vinyl Development LLC	U.S.

Patents and Patent Applications

U.S. Patents

Patent No.	Application No.	Application Date	Owner	Current Registrant	Title
9,400,776	US14/641652	03/09/2015	Jitterbit, Inc.	Vinyl Development LLC	Adaptive selection column
10,152,460	US15/196306	06/29/2016	Jitterbit, Inc.	Vinyl Development LLC	Adaptive selection column
11,042,690	US16/213482	12/07/2018	Jitterbit, Inc.	Vinyl Development LLC	Adaptive selection column
9,530,023	US14/976157	12/21/2015	Jitterbit, Inc.	Vinyl Development LLC	Reach objects
9,977,916	US15/388301	12/22/2016	Jitterbit, Inc.	Vinyl Development LLC	Reach objects
10,621,374	US15/986471	05/22/2018	Jitterbit, Inc.	Vinyl Development LLC	Reach objects
9,275,099	US14/641620	03/09/2015	Jitterbit, Inc.	Vinyl Development LLC	Source independent query language
9,547,687	US15/042380	02/12/2019	Jitterbit, Inc.	Vinyl Development LLC	Source independent query language
10,558,644	US15/407811	01/17/2017	Jitterbit, Inc.	Vinyl Development LLC	Source independent query language
9,613,108	US14/963562	12/09/2015	Jitterbit, Inc.	Vinyl Development LLC	Light data integration
11,042,559	US15/475206	03/31/2017	Jitterbit, Inc.	Vinyl Development LLC	Light data integration
9,922,204	US15/654225	07/19/2017	Jitterbit, Inc.	Vinyl Development LLC	Reach objects with comparison techniques

Patent No.	Application No.	Application Date	Owner	Current Registrant	Title
11,003,788	US15/925214	03/19/2018	Jitterbit, Inc.	Vinyl Development LLC	Reach objects with comparison techniques
10,282,241	US15/654319	07/19/2017	Jitterbit, Inc.	Vinyl Development LLC	Data driven API conversion
10,705,897	US16/361838	03/22/2019	Jitterbit, Inc.	Vinyl Development LLC	Data driven API conversion
11,275,636	US16/918594	07/01/2020	Jitterbit, Inc.	Vinyl Development LLC	Data driven API conversion
10,496,727	US15/233072	08/10/2016	Jitterbit, Inc.	Vinyl Development LLC	Weighted panels and panel group for responsive design system
11,074,314	US16/662794	10/24/2019	Jitterbit, Inc.	Vinyl Development LLC	Weighted panels and panel group for responsive design system
11,468,141	US17/384520	07/23/2021	Jitterbit, Inc.	Vinyl Development LLC	Weighted panels and panel group for responsive design system
10,496,632	US14/963674	12/09/2015	Jitterbit, Inc.	Vinyl Development LLC	Query processor
10,558,742	US14/641674	03/09/2015	Jitterbit, Inc.	Vinyl Development LLC	Responsive user interface system

U.S. Patent Applications

Application No.	Filing Date	Owner	Current Registrant	Title
15/453,386	03/08/2017	Jitterbit, Inc.	Vinyl Development LLC	Source independent query language
16/662,710	10/24/2019	Jitterbit, Inc.	Vinyl Development LLC	Query processor
16/773,350	01/27/2020	Jitterbit, Inc.	Vinyl Development LLC	Responsive user interface system
17/314,734	05/07/2021	Jitterbit, Inc.	Vinyl Development LLC	Reach objects with comparison techniques
17/352,614	06/21/2021	Jitterbit, Inc.	Vinyl Development LLC	Adaptive column selection
17/693,914	03/14/2022	Jitterbit, Inc.	Vinyl Development LLC	Data driven API conversion
17/352,635	06/21/2021	Jitterbit, Inc.	Vinyl Development LLC	Light data integration
63/346,047	5/26/2022	Jitterbit, Inc.	Vinyl Development LLC	DATA DRIVEN TRANSLATION AND TRANSLATION VALIDATION OF DIGITAL CONTENT
63/403,521	09/02/2022	Jitterbit, Inc.	Vinyl Development LLC	BINDING CRITERIA FOR UNITS OF DESIGN
17/899,720	08/31/2022	Jitterbit, Inc.	Vinyl Development LLC	WEIGHTED PANELS AND PANEL GROUP FOR RESPONSIVE DESIGN SYSTEM

Foreign Patent Applications

Application No.	Filing Date	Owner	Current Registrant	Title	Country
PCT/US2016/067497	12/19/2016	Jitterbit, Inc.	Vinyl Development LLC	Reach objects	WO
PCT/US2016/065783	12/09/2016	Jitterbit, Inc.	Vinyl Development LLC	Query processor	WO
PCT/US2016/065720	12/09/2016	Jitterbit, Inc.	Vinyl Development LLC	Light data integration	WO
PCT/US2017/021386	03/08/2017	Jitterbit, Inc.	Vinyl Development LLC	Source independent query language	WO

Registered Copyrights and Copyright Applications

None.