

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM803075

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Trail Software, Inc.		04/14/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce, as Administrative Agent		
<b>Street Address:</b>	595 Bay Street, CPS-7th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	ONTARIO		
<b>Postal Code:</b>	M5G 2M8		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87205573		
<b>Serial Number:</b>	87205565	KINDFUL	
<b>Serial Number:</b>	85856021	POPULR.ME	
<b>Serial Number:</b>	76713506	POPULR	
<b>Serial Number:</b>	76713504	MICRO PUBLISHING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Kyle Noreiga		
<b>Address Line 1:</b>	1025 Connecticut Ave., NW, STE. 712		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1963318		
<b>NAME OF SUBMITTER:</b>	ANDREW NASH		
<b>SIGNATURE:</b>	/ANDREW NASH/		
<b>DATE SIGNED:</b>	04/14/2023		
<b>Total Attachments: 7</b>			

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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of April 14, 2023, between CANADIAN IMPERIAL BANK OF COMMERCE (“**CIBC**”), as administrative agent and collateral agent for the Lenders (in such capacities, together with any successors and assigns in such capacities, the “**Administrative Agent**”), and TRAIL SOFTWARE, INC., a Delaware corporation (“**Grantor**”).

### RECITALS

A. Administrative Agent and Grantor are parties to that certain Loan and Security Agreement, dated as of December 23, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Existing Loan Agreement**”), and in order to amend and restate the Existing Loan Agreement in its entirety, Administrative Agent and Grantor are entering into that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**A&R Credit Agreement**”), by and among Boulder Topco, LLC, a Delaware limited liability company, as a Guarantor, Boulder Midco, LLC, a Delaware limited liability company, as a Guarantor, Bloomerang, LLC, an Indiana limited liability company, as the Borrower, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, CIBC, as the Issuing Lender and CIBC, as Administrative Agent, and Ally Bank, as a Lender and as the Lead Arranger. Defined terms used herein without definition shall have the meanings set forth in the A&R Credit Agreement and the Security Agreement (as defined below), as applicable.

B. Administrative Agent and Grantor are parties to that certain (i) Intellectual Property Security Agreement, dated as of December 23, 2020, and recorded with the United States Patent and Trademark Office on October 25, 2021, Reel/Frame 7467/0695 (the “**Existing IPSA**”) and (ii) Guarantee and Collateral Agreement, dated as of the date hereof, made by the Grantors from time to time party thereto in favor of the Administrative Agent (the “**Security Agreement**”), and in order to amend and restate the Existing IPSA in its entirety, Administrative Agent and Grantor desire to enter into this Agreement.

C. The Obligations are secured by the Collateral, as defined in the A&R Credit Agreement, including without limitation, all of Grantor’s Intellectual Property included in the Collateral (as defined in the Security Agreement).

D. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the A&R Credit Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Administrative Agent hereby agree:

1. To secure the Obligations, Grantor grants Administrative Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in its Intellectual Property included in the Collateral. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Administrative Agent to file a duplicate of this Agreement containing amended exhibits reflecting such Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement 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 systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

4. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of law.

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[SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY  
SECURITY AGREEMENT]

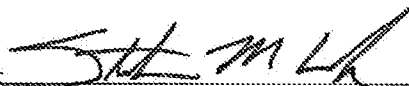
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the  
first date written above.

Address of Grantor:

9120 Otis Avenue  
Indianapolis, IN 46216  
Attention: Steve Isom  
E-Mail: [steve.isom@bloomerang.com](mailto:steve.isom@bloomerang.com)

GRANTOR:

TRAIL SOFTWARE, INC.

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

Name: Stephen Isom

Title: Chief Financial Officer

[SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY  
SECURITY AGREEMENT]

Address of Administrative Agent:

CIBC Innovation Banking  
Infrastructure/Technology, Infrastructure and Innovation  
595 Bay Street, CPS-7<sup>th</sup> Floor  
Toronto, Ontario M5G 2M8  
Attention: Global Agent Administration Services  
E-Mail: dlgo-agency@cibc.com

ADMINISTRATIVE AGENT:

CANADIAN IMPERIAL BANK OF COMMERCE

By: Walt Sparks

Name: Walt Sparks

Title: Assistant General Manager

By: Diego Recinos

Name: Diego Recinos

Title: Assistant General Manager

EXHIBIT A

COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.



EXHIBIT C

TRADEMARKS

<u>Jurisdiction</u>	<u>Registration/ Serial No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>
USA	87205573	10/17/2016	5/16/2017	Trail Software, Inc.	Design Only
USA	87205565	10/17/2016	5/16/2017	Trail Software, Inc.	KINDFUL
USA	85856021	2/21/2013	9/24/2013	Trail Software, Inc.	POPULR.ME
USA	76713506	2/20/2013	10/1/2013	Trail Software, Inc.	POPULR
USA	76713504	2/20/2013	9/24/2013	Trail Software, Inc.	MICRO PUBLISHING