

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM805794

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PERFICIENT, INC.		03/29/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	1525 West W.T. Harris Blvd		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	Corporation: SOUTH DAKOTA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2324654	PERFICIENT	
<b>Registration Number:</b>	5002538	PERFICIENT	
<b>Registration Number:</b>	4337723	ELIXITER	
<b>Registration Number:</b>	5423959	RPM PLATFORM	
<b>Registration Number:</b>	5158201	REVENUE. PERFORMANCE. MARKETING.	
<b>Registration Number:</b>	5487009	PARTNERDRIVEN	
<b>Registration Number:</b>	5725129	BRAINJOCKS	
<b>Registration Number:</b>	5626788	SCORE	
<b>Registration Number:</b>	5956400	BRAINJOCKS SCORE	
<b>Registration Number:</b>	5956401	BRAINJOCKS	
<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>Email:</b>	MieshaHollingsworth@huntonak.com		
<b>Correspondent Name:</b>	Hunton AK LLP		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	GREGORY L. PORTER		

CH \$265.00 2324654

<b>SIGNATURE:</b>	/Gregory L. Porter/
<b>DATE SIGNED:</b>	04/25/2023
<b>Total Attachments: 6</b> source=WellsFargoPerficient2023RatificationandSecondAmendmentofTrademarkSecurityAgreementPerficientExecutionV source=WellsFargoPerficient2023RatificationandSecondAmendmentofTrademarkSecurityAgreementPerficientExecutionV source=WellsFargoPerficient2023RatificationandSecondAmendmentofTrademarkSecurityAgreementPerficientExecutionV source=WellsFargoPerficient2023RatificationandSecondAmendmentofTrademarkSecurityAgreementPerficientExecutionV source=WellsFargoPerficient2023RatificationandSecondAmendmentofTrademarkSecurityAgreementPerficientExecutionV source=WellsFargoPerficient2023RatificationandSecondAmendmentofTrademarkSecurityAgreementPerficientExecutionV	

## **RATIFICATION AND SECOND AMENDMENT OF TRADEMARK SECURITY AGREEMENT**

This **RATIFICATION AND SECOND AMENDMENT OF TRADEMARK SECURITY AGREEMENT** (this “Agreement”) is made and entered into effective as of March 29, 2023, by Perficient, Inc., a Delaware corporation (the “Grantor”) and Wells Fargo Bank, National Association, as Administrative Agent (the “Administrative Agent”), for the equal and ratable benefit of the Lenders from time to time party to the hereinafter described Credit Agreement (hereinafter collectively referred to as the “Lenders”) and the other Secured Parties (as defined in the Trademark Security Agreement referred to below).

### **PRELIMINARY STATEMENT**

The Grantor, as Borrower, the Lenders and the Administrative Agent are parties to that certain Credit Agreement dated as of June 9, 2017 (the “Credit Agreement”), as amended and restated by that certain Amended and Restated Credit Agreement dated as of May 7, 2021 (the “A&R Credit Agreement”), relating to the extension of certain credit by the Lenders to the Borrower and, in exchange, imposing obligations (the “Secured Obligations”) on the Borrower in accordance with the terms and conditions thereof.

Simultaneously with the Credit Agreement, the Grantor and the Administrative Agent entered into that certain Trademark Security Agreement, dated as of June 9, 2017 (as ratified and amended from time to time, the “Trademark Security Agreement”), under the terms of which the Grantor granted to the Administrative Agent, for the equal and ratable benefit of the Secured Parties, as security for the Secured Obligations described in the Credit Agreement, a security interest in and lien on certain intellectual property assets of the Grantor, as more fully described in therein. Capitalized terms used herein and not defined are used as defined in the Trademark Security Agreement or the Second A&R Credit Agreement (as hereinafter defined), as applicable.

The Trademark Security Agreement states that the security interests and liens granted therein are given as security for the Secured Obligations described in the Credit Agreement as the same may be amended, supplemented or otherwise modified from time to time.

The Borrower has requested certain amendments to the terms of the A&R Credit Agreement and is entering into that certain Second Amended and Restated Credit Agreement dated as of even date herewith (as amended or restated from time to time, the “Second A&R Credit Agreement”) by and among the Borrower, the Lenders party thereto and the Administrative Agent.

As condition precedent to the effectiveness of the Second A&R Credit Agreement, and the Lenders’ performance under the Second A&R Credit Agreement, the Lenders are requiring the execution by the Grantor of this Agreement, amending certain provisions of the Trademark Security Agreement and ratifying and confirming all of the security interests and liens of the Trademark Security Agreement, as herein described, acknowledging that the liens and security interests granted under the terms thereof serve as security for the Secured Obligations of the Borrower under the Second A&R Credit Agreement.

The Grantor has agreed to this and executed this document for the purpose of evidencing such agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Grantor does hereby agree with the Administrative Agent as follows:

1. Ratification of Trademark Security Agreement. The Grantor hereby agrees that all of the obligations of the Grantor contained in the Trademark Security Agreement, as amended hereby, and all of the rights, privileges and interests of the Secured Parties arising therefrom are hereby adopted, agreed to, ratified, renewed, confirmed and brought forward in all respects and the Trademark Security Agreement, as amended hereby, shall continue to serve as security for the Secured Obligations, as same may be amended, renewed or restated from time to time, as well as any renewals or extensions thereof or any substitutions or replacements therefor.

2. Amendments to Trademark Security Agreement. The Trademark Security Agreement is hereby amended as follows:

(a) All references in the Trademark Security Agreement describing the Credit Agreement dated June 9, 2017 or the A&R Credit Agreement dated May 7, 2021, as applicable, shall now refer to and be defined as the Second Amended and Restated Credit Agreement dated as of March 29, 2023, as amended, modified or otherwise supplemented from time to time.

(b) Schedule A to the Trademark Security Agreement is deleted and replaced with Schedule A attached to this Agreement.

3. Financing Statements. Pursuant to applicable law, the Grantor authorizes the Administrative Agent to file or record financing statements or amendments thereto, as applicable, and other filing or recording documents or instruments with respect to the Collateral, including but not limited to the Trademarks, in such form and in such offices as the Administrative Agent reasonably deems appropriate to perfect the security interests of the Administrative Agent under this Agreement, the Trademark Security Agreement and any modifications, extensions or ratifications thereof, including any financing statement or amendment thereto describing the Collateral as “all assets” or “all of the Grantor’s intellectual property”, notwithstanding that such wording may be broader in scope than the Collateral described in the Trademark Security Agreement, as amended hereby.

4. Reliance; Further Assurances. The Grantor acknowledges that the Lenders are relying on this Agreement, the accuracy of the statements herein contained and the performance of the conditions placed upon the Grantor hereunder, and that, but for the execution of this Agreement by the Grantor, the Lenders would not enter into the Second A&R Credit Agreement and perform their respective duties under the Second A&R Credit Agreement. The Grantor does hereby covenant and agree that it will execute such further documents and undertake any such measure as may be necessary to effect and carry out the terms of this Agreement and the implementation thereof.

5. Credit Agreement Controls. All parties agree that, in the event of a conflict between the terms of the Trademark Security Agreement and the Second A&R Credit Agreement, the Second A&R Credit Agreement shall control.

6. Multiple Counterparts and Delivery. This Agreement may be executed in multiple counterparts and may be delivered in original, facsimile form or electronic form, each of which shall be considered an original but which together shall constitute but one document.

7. Governing Law; Jurisdiction; Waiver of Jury Trial. Sections 11.5 and 11.6 of the Second A&R Credit Agreement are hereby incorporated into this Agreement in their entirety and shall apply to this Agreement as fully as if set forth herein.

8. Agreement is a Loan Document. This Agreement is a Loan Document, as defined in the Second A&R Credit Agreement.

EXECUTED to be effective as of the date first above written.

**GRANTOR:**

**PERFICIENT, INC.**


By: 

Name: Paul E. Martin

Title: Chief Financial Officer, Treasurer and  
Assistant Secretary

ADMINISTRATIVE AGENT

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By:   
Name: Kristina Connolly  
Title: Director

**SCHEDULE A**

**Schedule A to TRADEMARK SECURITY AGREEMENT**

**Registered Trademarks**

<b>No.</b>	<b>Registrant</b>	<b>Trademark</b>	<b>Reg. Number</b>	<b>Reg. Date</b>
1.	Perficient, Inc.	PERFICIENT	2324654	2/29/2000
2.	Perficient, Inc.		5002538	7/19/2016
3.	Perficient, Inc.	ELIXITER	4337723	5/21/2013
4.	Perficient, Inc.	RPM PLATFORM	5423959	3/13/2018
5.	Perficient, Inc.	REVENUE.PERFO RMANCE.MARK ETING	5158201	3/7/2017
6.	Perficient, Inc.	PARTNERDRIVE N	5487009	6/5/2018
7.	Perficient, Inc.	BRAINJOCKS	5725129	4/16/2019
8.	Perficient, Inc.	SCORE	5626788	12/11/2018
9.	Perficient, Inc.	BRAINJOCKS SCORE & Design	5956400	1/7/2020
10.	Perficient, Inc.	BRAINJOCKS & Design	5956401	1/7/2020