

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Open Text SA ULC		04/30/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87696498	OPENTEXT THE INFORMATION COMPANY	
Serial Number:	87647351	OPENTEXT ELITE	
Registration Number:	2685043	OPEN TEXT	
Registration Number:	1773909	OPENTEXT	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127352811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	One Manhattan West		
Address Line 2:	Monique L. Ribando		
Address Line 4:	New York, NEW YORK 10001-8602		
ATTORNEY DOCKET NUMBER:	071450/602		
NAME OF SUBMITTER:	Brianna van Kan		
SIGNATURE:	/s/Brianna van Kan		
DATE SIGNED:	05/04/2023		

CH \$115.00 87696498

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“*Trademark Security Agreement*”) dated April 30, 2023, is made by Open Text SA ULC (the “*Grantor*”) in favor of BARCLAYS BANK PLC, as Collateral Agent (the “*Collateral Agent*”) for the Guaranteed Parties (as defined in the Credit Agreement referred to below).

WHEREAS, the Borrowers and the Guarantors have entered into a Fourth Amended and Restated Credit Agreement dated as of October 31, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with Barclays Bank PLC, as Administrative Agent and Collateral Agent, and the Lenders party thereto.

WHEREAS, the Grantor has executed and delivered that certain Security Agreement dated as of July 8, 2016 made by the Grantor in favor of the Collateral Agent for the benefit of the Secured Creditors (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, Collateral Agent has entered into a Pari Passu Intercreditor Agreement dated as of January 16, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used but not defined herein have the meanings given to them in the Credit Agreement or Security Agreement, as applicable.

SECTION 2. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Creditors a security interest in, and charges, hypothecates and pledges to the Collateral Agent, for the benefit of the Secured Creditors, all of the property, undertaking and interest of the Grantor now owned or hereafter acquired in and to the following (the “*Collateral*”):

(a) the trademark and service mark registrations and applications set forth in Schedule A hereto (*provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the cancellation, of such intent-to use trademark applications under applicable federal law, and *provided further* that no security interest shall constitute an assignment or mortgage of any trademark or service mark to the Collateral Agent or any Guaranteed Party), together with the goodwill symbolized thereby, and all extensions, renewals and reexaminations of any of the foregoing (the “*Trademarks*”);

(b) all rights in the foregoing Trademarks provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing (a)-(b), with the right, but not the obligation, to sue for and collect, or otherwise recover proceeds arising from such damages; and

(d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing (a)-(b).

(e) Notwithstanding the foregoing, “*Collateral*” shall not include and the Grantor shall not be deemed to have granted a security interest in any property or agreement of the Grantor (A) to the extent (but only so long as) (x) the granting of a security interest thereunder is prohibited by any Law, (y) requires a consent not obtained of any Governmental Authority pursuant to any Law or (z) is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, lease, license, agreement, lease, instrument or other document giving rise to such property, in each case solely to the extent that such breach or default is not rendered ineffective by the UCC or other Law or, in the case of any consent, such consent is actually required to grant such security interest under Law, or (B) any property subject to a Permitted Encumbrance (other than the Encumbrances in favor of the Collateral Agent) to the extent that the grant of such other Encumbrances on such property (i) would result in a material breach or violation of, or constitute a material default under, the agreement or instrument governing such Permitted Encumbrance, or (ii) would result in the actual loss of the use of such property.


SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

OPEN TEXT SA ULC

By: 
Name: Madhu Ranganathan
Title: President and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008061 FRAME: 0669

Schedule A

Trademarks

<u>TRADEMARK</u>	<u>REG (APP) NO.</u>	<u>REG (APP) DATE</u>	<u>OWNER</u>
OPENTEXT THE INFORMATION COMPANY	(87696498)	(11/24/2017)	Open Text SA ULC
OPENTEXT ELITE	(87647351)	(10/16/2017)	Open Text SA ULC
OPEN TEXT	2685043	2/11/2003	Open Text SA ULC
OPENTEXT	1773909	5/25/1993	Open Text SA ULC

[Schedule A to Trademark Security Agreement]