

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817253

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORLD SOFTWARE, LLC		06/13/2023	Limited Liability Company: DELAWARE
Afterpattern, Inc.		06/13/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AB PRIVATE CREDIT INVESTORS LLC		
Street Address:	1345 AVENUE OF THE AMERICAS		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5494045	ACTIVE PROFILING	
Registration Number:	5086993	FOLLOW ME FAVORITES	
Registration Number:	3693841	WORLDOX	
Registration Number:	3696824	W	
Registration Number:	3693837	WORLDOX	
Registration Number:	3152213	WORLDOX GX	
Registration Number:	2492604	WORLD SOFTWARE CORPORATION	
Registration Number:	2313872	ENTERPRISE DOCUMENT MANAGER	
Registration Number:	1830779	WORLDOX	
Registration Number:	1975476	ENTERPRISE DOCUMENT MANAGER	
Registration Number:	6642991	AFTERPATTERN	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9708		
Email:	ypan@proskauer.com		
Correspondent Name:	Gregory R. Dewire		

CH \$290.00 5494045

Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	17813.031
NAME OF SUBMITTER:	Gregory R. Dewire
SIGNATURE:	/Gregory R. Dewire/
DATE SIGNED:	06/14/2023

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT, dated as of June 13, 2023 (this “Agreement”), among WORLD SOFTWARE, LLC, a Delaware limited liability company, and Afterpattern, Inc., a Delaware corporation (the “Grantors”) and AB PRIVATE CREDIT INVESTORS LLC, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of July 2, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among DIGITAL ACQUISITIONCO, INC., a Delaware corporation (“Initial Holdings”), DIGITAL MERGER SUB, INC., a Delaware corporation (“Merger Sub”), and, after giving effect to the Merger, SUNDANCE GROUP HOLDINGS, INC., a Delaware corporation (the “Borrower”), the other GRANTORS from time to time party hereto and AB PRIVATE CREDIT INVESTORS LLC, as Collateral Agent, and (b) the Collateral Agreement dated of July 2, 2021 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Initial Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the United States Patent and Trademark Office, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or the filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge,

and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

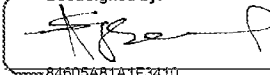
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**WORLD SOFTWARE, LLC,
AFTERPATTERN, INC.,
as Grantors**

By *Joshua J. Baxter*
Joshua J. Baxter (July 9, 2023 11:39 AM)
Name: Josh Baxter
Title: Chief Executive Officer

**AB PRIVATE CREDIT INVESTORS LLC, as
Collateral Agent**

DocuSigned by:


By: _____
Name: Shishir Agrawal
Title: Managing Director

Schedule I
to
TRADEMARK SECURITY AGREEMENT

Registrations:

Trademark & Design	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
ACTIVE PROFILING	5494045	June 12, 2018	WORLD SOFTWARE, LLC (f/k/a World Software Corporation)
FOLLOW ME FAVORITES	5086993	November 22, 2016	WORLD SOFTWARE, LLC (f/k/a World Software Corporation)
 WORLDOX	3693841	October 06, 2009	WORLD SOFTWARE, LLC (f/k/a World Software Corporation)
W 	3696824	October 13, 2009	WORLD SOFTWARE, LLC (f/k/a World Software Corporation)
WORLDOX 	3693837	October 06, 2009	WORLD SOFTWARE, LLC (f/k/a World Software Corporation)
WORLDOX GX	3152213	October 03, 2009	WORLD SOFTWARE, LLC (f/k/a World Software Corporation)
WORLD SOFTWARE CORPORATION	2492604	September 25, 2001	WORLD SOFTWARE, LLC (f/k/a World Software Corporation)

Trademark & Design	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
ENTERPRISE DOCUMENT MANAGER	2313872	February 01, 2000	WORLD SOFTWARE, LLC (f/k/a World Software Corporation)
WORLDOX WORLDOX	1830779	April 12, 1994	WORLD SOFTWARE, LLC (f/k/a World Software Corporation)
ENTERPRISE DOCUMENT MANAGER	1975476	May 21, 1996	WORLD SOFTWARE, LLC (f/k/a World Software Corporation)
AFTERPATTERN	6642991	February 15, 2022	Afterpattern, Inc.