

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emburse, Inc.		07/18/2023	Corporation: DELAWARE
Tripbam LLC		07/18/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	10250 Constellation Boulevard		
Internal Address:	Suite 1500		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	6451701	TALLIE	
Registration Number:	6449463	EMBURSE	
Registration Number:	5559724	CR	
Registration Number:	5620519	CHROMERIVER	
Registration Number:	5379549	DATA VISUALIZATION INTELLIGENCE	
Registration Number:	5359885	DVI	
Registration Number:	5503756	DVI VANTAGE POINT	
Registration Number:	5302349	CHROME RIVER LET BUSINESS FLOW	
Registration Number:	5312331	TAKE ME TO THE RIVER	
Registration Number:	5200278	ABACUS	
Registration Number:	4514699		
Registration Number:	4594338		
Registration Number:	4445180	SPEND WITH CONFIDENCE	
Registration Number:	4473796	TALLIE	
Registration Number:	4395183	EXPENSEWATCH.COM	
Registration Number:	4395184	EXPENSEWATCH	
Registration Number:	4334701	RECEIPTPARSE	

OP \$540.00 6451701

Property Type	Number	Word Mark
Registration Number:	3509394	CHROME RIVER
Registration Number:	5835232	LQR
Registration Number:	6083486	TRIPBAM
Serial Number:	97260176	E EMBURSE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 212.318.6000
Email: yoosonlee@paulhastings.com
Correspondent Name: Yooson Sandy Lee
Address Line 1: Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Yooson Sandy Lee
SIGNATURE:	/s/ Yooson Sandy Lee
DATE SIGNED:	07/18/2023

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") dated as of July 18, 2023 is made by each signatory party hereto (each a "Grantor" and collectively, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among CHARGER INTERMEDIATECO LLC, a Delaware limited liability company ("Holdings"), EMBURSE, INC., a Delaware corporation ("Emburse Borrower" and together with those additional entities that hereafter become party thereto as a borrower in accordance with the terms thereof by executing a Borrower Joinder, each, a "Borrower" and collectively, the "Borrowers"), the Guarantors party thereto, the financial institutions which are now or which hereafter become lenders thereunder (collectively, the "Lenders" and each individually a "Lender"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, to the extent included in the Collateral (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those trademark registrations and applications referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by each

Grantor, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving such Grantor.

4. **CREDIT AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. The applicable Grantor shall give prompt notice in writing to Agent with respect to any such new trademark registrations or applications. Without limiting each Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark registrations or applications of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

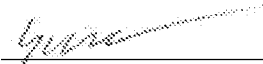
8. **GOVERNING LAW.** SECTION 16.1 OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of page intentionally left blank; signature page follows.]


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

GRANTORS:

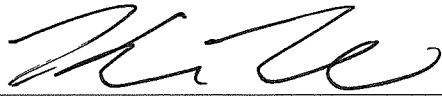
EMBURSE, INC.,
a Delaware corporation

By: 
Name: Sujit Banerjee
Title: Treasurer

TRIPBAM LLC,
a Delaware limited liability company

By: 
Name: Sujit Banerjee
Title: Treasurer




PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Kevin Marsh
Title: Vice President


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registrations:

Current Owner of Record	Mark	Serial No./ Reg. No./ Jurisdiction	Filing Date/ Registration Date
EMBURSE, INC.	TALLIE	6451701 USA	17-AUG-2021
EMBURSE, INC.	EMBURSE	6449463 USA	10-AUG-2021
EMBURSE, INC.	 CR	5559724 USA	11-SEP-2018
EMBURSE, INC.	CHROMERIVER CHROMERIVER	5620519 USA	04-DEC-2018
EMBURSE, INC.	DATA VISUALIZATION INTELLIGENCE	5379549 USA	16-JAN-2018
EMBURSE, INC.	DVI	5359885 USA	19-DEC-2017
EMBURSE, INC.	DVI VANTAGE POINT	5503756 USA	26-JUN-2018
EMBURSE, INC.	CHROME RIVER LET BUSINESS FLOW	5302349 USA	03-OCT-2017
EMBURSE, INC.	TAKE ME TO THE RIVER	5312331 USA	17-OCT-2017
EMBURSE, INC.	ABACUS	5200278 USA	09-MAY-2017
EMBURSE, INC.	Design Only 	4514699 USA	15-APR-2014

Current Owner of Record	Mark	Serial No./ Reg. No./ Jurisdiction	Filing Date/ Registration Date
EMBURSE, INC.		4594338 USA	26-AUG-2014
EMBURSE, INC.	SPEND WITH CONFIDENCE	4445180 USA	03-DEC-2013
EMBURSE, INC.		4473796 USA	28-JAN-2014
EMBURSE, INC.	EXPENSEWATCH.CO M  expensewatch.com	4395183 USA	03-SEP-2013
EMBURSE, INC.	EXPENSEWATCH	4395184 USA	03-SEP-2013
EMBURSE, INC.	RECEIPTPARSE	4334701 USA	14-MAY-2013
EMBURSE, INC.	CHROME RIVER	3509394 USA	30-SEP-2008
TRIPBAM, INC.	LQR	5835232 USA	13-AUG-2019
TRIPBAM, INC.	TRIPBAM	6083486 USA	23-JUN-2020

Applications:

Current Owner of Record	Mark	Serial No./ Reg. No./ Jurisdiction	Filing Date/ Application Date
EMBURSE, INC.	E EMBURSE 	97260176 USA	09-FEB-2022