

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENESYS CLOUD SERVICES, INC.		07/24/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	900 W Trade St.		
Internal Address:	(NC1-026-06-09) - MAC LEGAL		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	97243651	GENESYS MULTICLOUD CX	
Serial Number:	97243672	GENESYS CLOUD CX	
Serial Number:	97673673	GENESYS VALUE EXCHANGE	
Serial Number:	97673645	KNOWLEDGE OPTIMIZER	
Serial Number:	97807075	GCXNOW	
Serial Number:	97855966	GENESYS CLOUD EX	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Sophie Bolt		
SIGNATURE:	/Sophie Bolt/		

OP \$165.00 97243651

DATE SIGNED:	07/24/2023
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Total Attachments: 6

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- source=Genesys - Trademark Security Agreement (July 2023) (Cover Sheet)#page2.tif
- source=Genesys - Trademark Security Agreement (July 2023) (Cover Sheet)#page3.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”), dated as of July 24, 2023, among the Person listed on the signature page hereof (the “Grantor”), and BANK OF AMERICA, N.A., as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Collateral Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of December 1, 2016 (as amended by the Amendment and Restatement Agreement, dated as of December 1, 2020, and as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”) among **GENESYS CLOUD SERVICES HOLDINGS I, LLC**, a Delaware limited liability company (“Holdings”), **GENESYS CLOUD SERVICES HOLDINGS II, LLC**, a Delaware limited liability company (the “Borrower”), **GENESYS CLOUD SERVICES, INC.**, a California corporation (the “U.S. Co-Borrower”), each of the subsidiaries of the Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6, 1.7, 1.8 and 1.11 of the Credit Agreement shall apply to this IP Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, the Grantor has agreed to execute or otherwise authenticate and deliver this IP Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in the Grantor’s U.S. Recordable Intellectual Property with the United States Patent and Trademark Office (“USPTO”).

Accordingly, the Collateral Agent and the Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the United States trademark registrations and applications and exclusive licenses thereof (including all goodwill associated therewith or symbolized thereby), but excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, of the Grantor set forth in Schedule A hereto, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the “Collateral”).

SECTION 2. Security for First Lien Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the First Lien Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

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

SECTION 4. Grants, Rights and Remedies. This IP 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. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

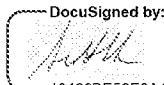
SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to the Grantor shall be given to it in care of Holdings at Holdings’ address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect), the Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

GENESYS CLOUD SERVICES, INC., as Grantor

By:  _____
Name: Scott Kaplan
Title: Treasurer

[Signature Page to IP Security Agreement (Trademarks)]

BANK OF AMERICA, N.A., as Collateral Agent

By: _____

Name: Henry Pennell

Title: Vice President

[Signature Page to IP Security Agreement (Trademarks)]

TRADEMARK

REEL: 008142 FRAME: 0331

SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARKS AND EXCLUSIVE LICENSES THEREOF

Owner	Trademark	Serial Number	Filing Date	Registration Number
Genesys Cloud Services, Inc.	GENESYS MULTICLOUD CX	97243651	2022-01-28	7078586
Genesys Cloud Services, Inc.	GENESYS CLOUD CX	97243672	2022-01-28	7078587
Genesys Cloud Services, Inc.	GENESYS VALUE EXCHANGE ¹	97673673	2022-11-11	N/A
Genesys Cloud Services, Inc.	KNOWLEDGE OPTIMIZER	97673645	2022-11-11	N/A
Genesys Cloud Services, Inc.	GCXNOW ²	97807075	2023-02-22	N/A
Genesys Cloud Services, Inc.	GENESYS CLOUD EX	97855966	2023-03-24	N/A

¹ This is an intent-to-use trademark application and is not included in the collateral until a Statement of Use or Amendment to Allege Use is filed with and accepted by the USPTO.

² This is an intent-to-use trademark application and is not included in the collateral until a Statement of Use or Amendment to Allege Use is filed with and accepted by the USPTO.