

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827499

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EveryMundo, LLC		07/21/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	TEXAS CAPITAL BANK		
Street Address:	2000 McKinney Avenue, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4019100	EVERYMUNDO	
Registration Number:	4408831	MACROSITE GENERATOR	
Registration Number:	4507603	TRFX	
Registration Number:	4590382	AIRTRFX	
Registration Number:	5176384	AIRBLDR	
Registration Number:	5176373	FAREWIRE	
Registration Number:	5380241	OPENAIR	
Registration Number:	5380239	AIRINDEX	
Registration Number:	5671844	FRONTCOMPONENTS	
Registration Number:	5727878	AIRTRFX FARE MARKETING	
Registration Number:	5726276	AIRSEM	
Registration Number:	5703399	FARENET	
Registration Number:	5703061	AIRMODULES	
Registration Number:	5703057	AIROPTIMIZER	
Registration Number:	6111830	EVERYMUNDO PLATFORM	
Registration Number:	6900153		
Registration Number:	6900187		
Registration Number:	6910849		
Registration Number:	6933879	EM	

OP \$565.00 4019100

Property Type	Number	Word Mark
Registration Number:	6900228	
Serial Number:	97703704	AIRWIRE
Serial Number:	97703685	EM MARKETPLACE

CORRESPONDENCE DATA

Fax Number: 2136272579

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: 2134579864

Email: dkay@mcguirewoods.com

Correspondent Name: Don Kay

Address Line 1: 355 S. Grand Avenue, Suite 4200

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	2067147-0031
NAME OF SUBMITTER:	Don Kay
SIGNATURE:	/Don Kay/
DATE SIGNED:	07/27/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this "Trademark Security Agreement"), dated as of July 21, 2023, is made by EveryMundo, LLC ("Grantor") in favor of Texas Capital Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the holders of Secured Obligations (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the certain Credit Agreement, dated as of July 21, 2023 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the "Credit Agreement"), by and among PROS, INC., a Delaware corporation ("Borrower"), PROS HOLDINGS, INC., a Delaware corporation ("Holdings"), each of the other Guarantors from time to time party thereto, the lenders from time to time party thereto (collectively, the "Lenders" and each, individually, a "Lender"), and TEXAS CAPITAL BANK, a Texas state bank, as Administrative Agent and L/C Issuer, the Lenders have severally agreed to make the Loans to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed to enter into the Security and Pledge Agreement, dated as of July 21, 2023 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the "Security Agreement"), in favor of the Administrative Agent to secure the Secured Obligations; and

WHEREAS, Grantor is a party to the Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the holders of Secured Obligations, and grants to the Administrative Agent for the benefit of the holders of Secured Obligations a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

all of its Trademarks and Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto (but excluding any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law);

all renewals and extensions of the foregoing and all rights to obtain the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of executed counterparts of this Trademark Security Agreement by facsimile or other electronic means shall be effective as an original.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Texas.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned 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.

Very truly yours,

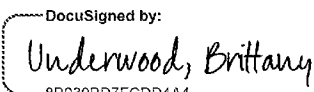
GRANTOR:

EVERYMUNDO, LLC,
a Florida limited liability company

By: 
Name: Scott W. Cook
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

TEXAS CAPITAL BANK,
as the Administrative Agent

By: 
Name: Brittany Underwood
Title: Executive Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008146 FRAME: 0556

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Filing Date</u>
EveryMundo, LLC	USA	Everymundo	85233169	4019100	02/03/2011
EveryMundo, LLC	USA	Macrosite Generator	85865862	4408831	03/04/2013
EveryMundo, LLC	USA	TRFX	85865875	4507603	03/04/2013
EveryMundo, LLC	USA	AirTRFX	86128480	4590382	11/25/2013
EveryMundo, LLC	USA	airBLDR	87159813	5176384	09/02/2016
EveryMundo, LLC	USA	FareWire	87159520	5176373	09/02/2016
EveryMundo, LLC	USA	OpenAir	87503188	5380241	06/23/2017
EveryMundo, LLC	USA	AirIndex	87503155	5380239	06/23/2017
EveryMundo, LLC	USA	frontComponents	88141167	5671844	10/03/2018
EveryMundo, LLC	USA	airTRFX Fare Marketing	88141208	5727878	10/03/2018
EveryMundo, LLC	USA	airSEM	88071972	5726276	08/09/2018
EveryMundo, LLC	USA	FareNet	88139980	5703399	10/02/2018
EveryMundo, LLC	USA	airModules	88072056	5703061	08/09/2018
EveryMundo, LLC	USA	airOptimizer	88072009	5703057	08/09/2018
EveryMundo, LLC	USA	EveryMundo Platform	88683447	6111830	11/07/2019
EveryMundo, LLC	USA	Logo-airModules	97079745	6900153	10/18/2021

EveryMundo, LLC	USA	Logo- airSEM	97080034	6900187	10/18/2021
EveryMundo, LLC	USA	Logo-airTRFX	97080192	6910849	10/18/2021
EveryMundo, LLC	USA	Logo-Everymundo EM	97080326	6933879	10/18/2021
EveryMundo, LLC	USA	Logo-FareWire	97080261	6900228	10/18/2021

2. TRADEMARK APPLICATIONS

EveryMundo, LLC	USA	Logo-airWire	97703704	Pending	12/05/2022
EveryMundo, LLC	USA	Logo-MARKETPLACE	97703685	Pending	12/05/2022

3. TRADEMARK LICENSES

None.