

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM836426

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Accela, Inc.		09/01/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Acquiom Agency Services LLC, as Collateral Agent		
<b>Street Address:</b>	950 17th Street, Suite 1400		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4050156	ACCELA	
<b>Registration Number:</b>	2875166	ACCELA	
<b>Registration Number:</b>	4689296	ACCELA	
<b>Registration Number:</b>	2940668	ACCELA AUTOMATION	
<b>Registration Number:</b>	5069024	ACCELA CIVIC PLATFORM	
<b>Registration Number:</b>	5443465	CIVIC ID	
<b>Registration Number:</b>	4611504	CIVIC PLATFORM	
<b>Registration Number:</b>	3024429	VANTAGE360	
<b>Registration Number:</b>	2717751	VELOCITYHALL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2107076 TM		

OP \$240.00 4050156

<b>NAME OF SUBMITTER:</b>	Jenny Lim
<b>SIGNATURE:</b>	/Jenny Lim/
<b>DATE SIGNED:</b>	09/01/2023
<b>Total Attachments: 5</b> source=Project Unify - Trademark Security Agreement - [EXECUTED]#page2.tif source=Project Unify - Trademark Security Agreement - [EXECUTED]#page3.tif source=Project Unify - Trademark Security Agreement - [EXECUTED]#page4.tif source=Project Unify - Trademark Security Agreement - [EXECUTED]#page5.tif source=Project Unify - Trademark Security Agreement - [EXECUTED]#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of September 1, 2023, by and among Accela, Inc., a California corporation (“Grantor”) and Acquiom Agency Services LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

### PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to that certain Pledge and Security Agreement, dated as of September 1, 2023 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in certain intellectual property rights owned by the Grantor and 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for itself and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under (a) all Trademarks owned by the Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto (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, 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); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including without limitation, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a

broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference 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.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “execution”, “signed”, “signature” and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. The Collateral Agent. The Collateral Agent is entering into this Trademark Security Agreement not in its individual capacity but solely in its capacity as Collateral Agent under the Credit Agreement. All rights, protections, indemnities and benefits granted to the Collateral Agent in the Credit Agreement or any other Loan Documents are hereby incorporated as if fully set forth in this Trademark Security Agreement.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, 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.

**ACCELA, INC.,**  
a California corporation  
as a Grantor

DocuSigned by:  
*Bobby Wilson*  
By: \_\_\_\_\_  
Name: ~~Robert Wilson~~  
Title: Chief Financial Officer

**DECADE SOFTWARE COMPANY, LLC,**  
a California limited liability company,  
as a Grantor

By: Accela, Inc.  
Its: Sole Member

DocuSigned by:  
*Bobby Wilson*  
By: \_\_\_\_\_  
Name: ~~Robert Wilson~~  
Title: Chief Financial Officer

Accepted and Agreed:

**Acquiom Agency Services LLC,**  
as Collateral Agent

By: *Beth Cesari*

Name:

Title: Beth Cesari

Senior Director

SCHEDULE I

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TRADEMARK SECURITY AGREEMENT

**UNITED STATES TRADEMARK REGISTRATIONS:**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
ACCELA	4050156	01-NOV-2011	Accela, Inc.
ACCELA	2875166	17-AUG-2004	Accela, Inc.
ACCELA	4689296	17-FEB-2015	Accela, Inc.
ACCELA AUTOMATION	2940668	12-APR-2005	Accela, Inc.
ACCELA CIVIC PLATFORM	5069024	25-OCT-2016	Accela, Inc.
CIVIC ID	5443465	10-APR-2018	Accela, Inc.
CIVIC PLATFORM	4611504	23-SEP-2014	Accela, Inc.
VANTAGE360	3024429	06-DEC-2005	Accela, Inc.
VELOCITYHALL	2717751	20-MAY-2003	Accela, Inc.

**UNITED STATES TRADEMARK APPLICATIONS:**

None.