

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Qliktech Inc.		10/26/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1300 Thames Street, 4th Floor, Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2790576	APPFLUENT	
Registration Number:	2132729	FASTCOPY	
Registration Number:	3186247	GOLD CLIENT	
Registration Number:	2357944	REPLIWEB	
Registration Number:	5325791	LIKE NEVER BEFORE	
Registration Number:	5391345	PODIUM	
Registration Number:	5444527	PODIUM DATA MARKETPLACE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	049270-0279		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	10/26/2023		

OP \$190.00 2790576

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** dated October 26, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”), is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Morgan Stanley Senior Funding, Inc., as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to that certain (i) Credit Agreement, dated as of October 26, 2023 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), among Project Alpha Intermediate Holding, Inc., a Delaware corporation (the “Borrower”), Project Alpha Intermediate II Holding, Inc., a Delaware corporation (“Holdings”), each lender from time to time party thereto, each L/C Issuer party thereto and Morgan Stanley Senior Funding, Inc., as Administrative Agent, Collateral Agent and an L/C Issuer, and (ii) Security Agreement, dated as of October 26, 2023 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Collateral Agent as follows:

A. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by such Grantor (the “Collateral”):

a. all patents, patent applications, utility models, statutory invention registrations and all inventions claimed or disclosed therein and all improvements thereto, including, without limitation, those set forth in Schedule A hereto;

b. all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together, in each case, with the goodwill symbolized thereby;

c. all copyrights, including without limitation, copyrights in Computer Software, internet websites and the content thereof, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto;

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

e. any and all claims for damages or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages or injunctive relief; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property. For the avoidance of doubt, nothing in the grant of a security interest or collateral assignment under this Agreement or otherwise herein is intended to effect, or shall be construed as, an absolute assignment or assignment of title of the Collateral from any Grantor to Collateral Agent.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, record this IP Security Agreement.

D. Execution in Counterparts. Sections 10.11 (*Counterparts*) and 10.21 (*Electronic Execution of Assignments and Certain Other Documents*) of the Credit Agreement are hereby incorporated by reference, mutatis mutandis.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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. 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.

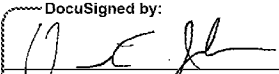
F. Governing Law; Jurisdiction. SECTION 10.15 (GOVERNING LAW; JURISDICTION; ETC.), SECTION 10.16 (SERVICE OF PROCESS) AND SECTION 10.17 (WAIVER OF RIGHT TO TRIAL BY JURY) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

[Signature Pages Follow]

TRADEMARK
REEL: 008239 FRAME: 0862

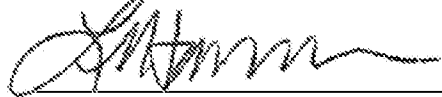
IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

QLIKTECH INC.,
a Delaware corporation
TALEND, INC.,
a Delaware corporation

DocuSigned by:
By: 
Name: Dennis E. Johnson
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

MORGAN STANLEY SENIOR FUNDING, INC., as
Collateral Agent

By: 
Name: Lisa Hanson
Title: Authorized Signatory

SCHEDULE A

U.S. Patents

Title	Application No Application Date	Patent No. Issue Date	Grantor
Focal Point Compression Method And Apparatus	10333492 23-JAN-2004	7379940 27-MAY-2008	Qliktech Inc.
Focal Point Compression Method And Apparatus	12122455 16-MAY-2008	8244677 14-AUG-2012	Qliktech Inc.
Test Case Generator Built Into Data-Integration Workflow Editor	15386930 21-DEC-2016	10642720 05-MAY-2020	Talend, Inc.
Data Integration Job Conversion	15400590 06-JAN-2017	10261767 16-APR-2019	Talend, Inc.
Data Management Platform Using Metadata Repository	14633703 27-FEB-2015	10459881 29-OCT-2019	Qliktech Inc.
Data Management Platform Using Metadata Repository	16580901 24-SEP-2019		Qliktech Inc.

SCHEDULE B

U.S. Trademarks

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
APPFLUENT	9	76436053 26-JUL-2002	2790576 09-DEC-2003	Qliktech Inc.
FASTCOPY	9	75254947 10-MAR-1997	2132729 27-JAN-1998	Qliktech Inc.
GOLD CLIENT	9	78716952 20-SEP-2005	3186247 19-DEC-2006	Qliktech Inc.
REPLIWEB	9	75252401 05-MAR-1997	2357944 13-JUN-2000	Qliktech Inc.
LIKE NEVER BEFORE	9	87328356 08-FEB-2017	5325791 31-OCT-2017	Qliktech Inc.
PODIUM	9	87518359 6-JUL-2017	5391345 30-JAN-2018	Qliktech Inc.
PODIUM DATA MARKETPLACE	9	87328369 8-FEB-2017	5444527 10-APR-2018	Qliktech Inc.

SCHEDULE C

U.S. Copyrights

Title	Registration No. Registration Date	Grantor
Gold client.	TXu001352603 2007-07-06	Qliktech Inc.