

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM856559

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PARAMOUNT TECHNOLOGIES, INC.		11/22/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIRST-CITIZENS BANK & TRUST COMPANY		
<b>Street Address:</b>	75 N. Fair Oaks Avenue (CLAS PAS-04-02)		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91103		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5636744	PARAMOUNT WORKPLACE	
<b>Registration Number:</b>	5615099		
<b>Registration Number:</b>	2838611	PAPERSAVE	
<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>	2023704750		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2186185		
<b>NAME OF SUBMITTER:</b>	Deb Nihiser, Paralegal		
<b>SIGNATURE:</b>	/Deb Nihiser/		
<b>DATE SIGNED:</b>	11/28/2023		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 22, 2023 by and among the companies listed on the signature page hereto (each a “*Grantor*”) and **FIRST-CITIZENS BANK & TRUST COMPANY**, as administrative agent and collateral agent for the Lenders (as defined in the Credit Agreement, as defined below) (in such capacities, “*Administrative Agent*”).

### RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to **PAIR SOFTWARE HOLDINGS, LLC**, a Delaware limited liability company (“*Borrower*”), in the amounts and manner set forth in that certain Credit Agreement, dated as of the date hereof, by and among **PAIR SOFTWARE INTERMEDIATE, LLC**, a Delaware limited liability company (“*Holdings*”), the Borrower, the several Lenders party thereto from time to time, Administrative Agent, and First-Citizens Bank & Trust Company, as Issuing Lender and Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to Borrower under the Credit Agreement, Holdings, Borrower, and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Holdings, Borrower, and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Holdings, Borrower, and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Holdings, Borrower, and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Holdings’, Borrower’s, and each other Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, each Grantor grants and pledges to Administrative Agent a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits) and goodwill associated therewith, the right to sue for past, present and future infringements, all rights corresponding

thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

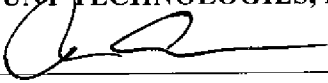
**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.**

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**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTORS:**

**PARAMOUNT TECHNOLOGIES, INC.**

By:  \_\_\_\_\_

Name: Dominic Ang

Title: Chief Financial Officer and Secretary

[Signature Page to Intellectual Property Security Agreement]

ADMINISTRATIVE AGENT:

FIRST-CITIZENS BANK & TRUST COMPANY

By: Conor Potvin

Name: Conor Potvin

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

**EXHIBIT A**

**COPYRIGHTS**

**Registered Copyrights**

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Work of Authorship</u>
Paramount Technologies, Inc.	U.S.	TX0004578585	1997-10-16	Bill of Materials Manager
Paramount Technologies, Inc.	U.S.	TX0004772200	1998-05-08	Internet Remote Requisition
Paramount Technologies, Inc.	U.S.	TX0004735660	1998-03-02	Project Accounting
Paramount Technologies, Inc.	U.S.	TX0004744320	1998-03-02	Request for quote for Platinum SQL: user guide
Paramount Technologies, Inc.	U.S.	TX0004752976	1998-03-02	SQL inventory control user guide
Paramount Technologies, Inc.	U.S.	TX0004737402	1998-03-02	SQL purchase order
Paramount Technologies, Inc.	U.S.	TX0004565726	1997-06-10	SQL requisition
Paramount Technologies, Inc.	U.S.	TX0004739127	1998-03-04	Time and expense management: user guide

**Pending Copyright Applications**

None.

**EXHIBIT B**

**PATENTS**

Issued Patents

None.

Pending Patent Applications

None.



**EXHIBIT C**

**TRADEMARKS**

Registered Trademarks

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Mark</u>
Paramount Technologies, Inc.	U.S.	5636744	2018-12-25	2018-03-08	PARAMOUNT WORKPLACE
Paramount Technologies, Inc.	U.S.	5615099	2018-11-27	2018-03-08	(Design Only)
Paramount Technologies, Inc.	U.S.	2838611	2004-05-04	2003-02-22	PAPERSAVE

Pending Trademark Applications

None.