

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LYNX SOFTWARE TECHNOLOGIES INC.		12/15/2023	Corporation: DELAWARE
TIMESYS, LLC		12/15/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PENNANTPARK LOAN AGENCY SERVICING, LLC, AS ADMINISTRATIVE AGENT		
Street Address:	1691 MICHIGAN AVE., SUITE 500		
City:	MIAMI BEACH		
State/Country:	FLORIDA		
Postal Code:	33139		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3817367	LOCI	
Registration Number:	3817366	LUMINOSITY	
Registration Number:	6411783	LYNX MOSA.IC	
Registration Number:	2154285	LYNXOS	
Registration Number:	3817364	LYNXOS-178	
Registration Number:	3817365	LYNXOS-SE	
Registration Number:	3817363	LYNXSECURE	
Registration Number:	2593916	TIMESYS	
Registration Number:	6156282	VIGILES	
Serial Number:	98137362	TIMESTORM	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	6173417714		
Email:	michelle.bramwell@morganlewis.com		

CH \$265.00 3817367

Correspondent Name: Michelle Bramwell
Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Michelle Bramwell

SIGNATURE: /Michelle Bramwell/

DATE SIGNED: 12/15/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of December 15, 2023, is made by each of LYNX SOFTWARE TECHNOLOGIES INC., a Delaware corporation, with a principal place of business at 855 Embedded Way, San Jose, CA 95138 (“**Lynx**”), and TIMESYS, LLC, a Delaware limited liability company with a principal place of business at 1905 Boulevard of the Allies, Pittsburgh, PA 15219 (“**Timesys**, and together with Lynx, the “**Grantors**” and each, a “**Grantor**”), in favor of PENNANTPARK LOAN AGENCY SERVICING, LLC, as the administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Secured Parties. Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Security Agreement (as defined below).

WHEREAS, each Grantor is party to that certain Security Agreement dated as of December 15, 2023, by and among the Grantors, the other grantors party thereto and the Administrative Agent (the “**Security Agreement**”), pursuant to which such Grantor granted a security interest to the Administrative Agent in all of such Grantor’s right, title and interest in and to the Collateral, including the Trademark Collateral (as defined below), and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by such Grantor to the Administrative Agent pursuant to the Security Agreement, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”):

1. all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, domain names, trade styles and/or other source identifiers and all registrations and applications pertaining thereto (and any renewals thereof) (including the trademark registrations and applications set forth on Schedule A annexed hereto);
2. all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing; and
3. all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and each Grantor shall not be deemed to have granted a security interest in, any of such Grantor’s rights or interests in any Excluded Property (but shall include all products, substitutions, replacements and Proceeds thereof to the extent not otherwise constituting Excluded Property).

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT**


MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in 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 of this Agreement by facsimile transmission or other electronic transmission (e.g., a “.pdf” or “.tif” file) shall be effective as delivery of a manually executed counterpart hereof. The words “execute”, “execution”, “signed”, “signature” and words of like import in or related to this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, 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.


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IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**LYNX SOFTWARE TECHNOLOGIES
INC.,**
as Grantor

By: 
Name: Joe Benavides
Title: President

TIMESYS, LLC,
as Grantor

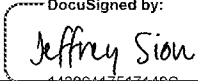
By: 
Name: Joe Benavides
Title: President

Accepted and Agreed:

PENNANTPARK LOAN AGENCY SERVICING, LLC,

as the Administrative Agent

DocuSigned by:

By:  _____

Name: Jeffrey S. Sion

Title: Authorized Signatory

SCHEDULE A

to

TRADEMARK SECURITY AGREEMENT

US Trademark Registrations:

Trademark	Registration Number	Registration Date	Owner
LOCI	3817367	7/13/2010	Lynx Software Technologies Inc.
LUMINOSITY	3817366	7/13/2010	Lynx Software Technologies Inc.
LYNX MOSA.ic	6411783	7/6/2021	Lynx Software Technology Inc. ¹
LYNXOS	2154285	4/28/1998	Lynx Software Technologies Inc.
LYNXOS-178	3817364	7/13/2010	Lynx Software Technologies Inc.
LYNXOS-SE	3817365	7/13/2010	Lynx Software Technologies Inc.
LYNXSECURE	3817363	7/13/2010	Lynx Software Technologies Inc.
TIMESYS	2593916	7/16/2002	Timesys, LLC (f/k/a TimeSys Corporation) ²
VIGILES	6156282	9/22/2020	Timesys, LLC (f/k/a TimeSys Corporation) ³

¹ Section 7 Voluntary Amendment (not a “Section 7 Request to Update the Registration Certificate”) filed with the USPTO on November 22, 2023 to change the owner name from Lynx Software Technology Inc. to Lynx Software Technologies Inc.

² Assignment filed with the USPTO on December 12, 2023 to change the owner name from Adams Capital Management III, L.P. to TimeSys Corporation. Assignment filed with the USPTO on December 14, 2023 to change owner name from TimeSys Corporation to Timesys, LLC.

³ Assignment filed with the USPTO on December 14, 2023 to change the owner name from TimeSys Corporation to Timesys, LLC.

US Trademark Applications:

Trademark	Application Number	Application Date	Owner
TimeStorm	98137362	8/17/2023	Timesys, LLC (f/k/a TimeSys Corporation) ⁴

⁴ Assignment filed with the USPTO on December 12, 2023 to change the owner name from Adams Capital Management III, L.P. to TimeSys Corporation. Assignment filed with the USPTO on December 14, 2023 to change owner name from TimeSys Corporation to Timesys, LLC.