

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM861522

<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>
Xyleme, Inc.		12/15/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIRST-CITIZENS BANK & TRUST COMPANY		
<b>Street Address:</b>	75 N. FAIR OAKS AVENUE		
<b>Internal Address:</b>	(CLAS PAS-04-02)		
<b>City:</b>	PASADENA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91103		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5667361	PLEXIE	
<b>Registration Number:</b>	5586407	XYLEME	
<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>	2212479 TM		
<b>NAME OF SUBMITTER:</b>	Gwendolyn Meccas		
<b>SIGNATURE:</b>	/Gwendolyn Meccas/		
<b>DATE SIGNED:</b>	12/15/2023		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 15, 2023, by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and **FIRST-CITIZENS BANK & TRUST COMPANY**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, “*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 Grantor in the amounts and manner set forth in that certain Credit Agreement, dated as of December 30, 2021, by and among **MC ACQUISITION CO.**, a Delaware corporation (“**Holdings**”), **MC MERGER SUB, INC.**, a Delaware corporation (“**Initial Borrower**”), **MADCAP SOFTWARE, INC.**, a Delaware corporation (“**Opco Borrower**”) and together with Initial Borrower, jointly and severally, individually and collectively, the “**Borrower**”), the several Lenders party thereto from time to time, **SILICON VALLEY BANK, A DIVISION OF FIRST-CITIZENS BANK & TRUST COMPANY** (“**SVB**”), as the administrative agent and collateral agent for the Lenders, and SVB, as Issuing Lender and Swingline Lender, as amended by that certain Consent and First Amendment to Credit Agreement dated as of February 17, 2023, as further amended by that certain Waiver and Second Amendment to Credit Agreement, dated as of September 26, 2023, and as further amended by that certain Third Amendment to Credit Agreement, dated as of the date hereof (as the same may be further 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, Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of December 30, 2021 (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 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 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, Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of 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 its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of 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), 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.

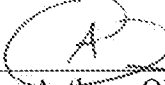
This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed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

**GRANTOR:**  
**XYLEME, INC.**


By:   
Name: Anthony Olivier  
Title: Chief Executive Officer and Secretary

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 008290 FRAME: 0075**

ADMINISTRATIVE AGENT:

FIRST-CITIZENS BANK & TRUST COMPANY

By: 

Name: Aaron Revzin

Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Confidential

**TRADEMARK**  
**REEL: 008290 FRAME: 0076**

**EXHIBIT A**

**COPYRIGHTS**

Registered Copyrights

None.

Pending Copyright Applications

None.

**EXHIBIT B**

**PATENTS**

Issued Patents

None.

Pending Patent Applications

None.



**EXHIBIT C**

**TRADEMARKS**

Issued Trademarks Registered Trademarks

<b>Jurisdiction*</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Filing Date</b>	<b>Registered Owner</b>	<b>Mark</b>
U.S.	5667361	1/29/2019	11/7/2017	Xyleme, Inc.	PLEXIE
U.S.	5586407	10/16/2018	12/6/2011	Xyleme, Inc.	XYLEME
UK	UK00801119571	5/14/2013		Xyleme, Inc.	XYLEME
EU	1119571	12/15/2021		Xyleme, Inc.	XYLEME

Pending Trademark Applications

None.