

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI50111

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teamfront, LLC		02/23/2024	Limited Liability Company: DELAWARE
Key 7 Software, LLC		02/23/2024	Limited Liability Company: ALABAMA
Accrisoft, LLC		02/23/2024	Limited Liability Company: DELAWARE
Tree Management Systems, LLC		02/23/2024	Limited Liability Company: DELAWARE
SERVICEMONSTER LLC		02/23/2024	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Company Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	595 Bay Street		
Internal Address:	Suite 700		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5G 2C2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3078563	ACCRISOFT	
Registration Number:	7000254	FIELDSTER	
Registration Number:	6750479	TEAM FRONT	
Registration Number:	4788711	ARBORGOLD	
Registration Number:	4862400	MOBILECREW	
Registration Number:	4858218	MOBILE ESTIMATOR	
Registration Number:	7066699		
Registration Number:	3408364	SERVICEMONSTER	
CORRESPONDENCE DATA			
Fax Number:			

OP \$215.00.00 78389435

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.

Phone: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: khadijah sampson Sampson
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2272609ks
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	02/26/2024

Total Attachments: 10

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**INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time from time to time, this "*Agreement*") is entered into as of February 23, 2024 between **CANADIAN IMPERIAL BANK OF COMMERCE** ("**CIBC**"), as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, the "*Administrative Agent*") and the Grantors listed on the signature page hereto (each, a "*Grantor*").

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 and the other Loan Parties in the amounts and manner set forth in that certain Credit Agreement, dated as of February 23, 2024, by and among **TEAMFRONT, LLC**, a Delaware limited liability company ("*Holdings*"), **TEAMFRONT OPERATIONS, LLC**, a Delaware limited liability company (the "*Borrower*"), the several banks and other financial institutions or entities from time to time party thereto (each a "*Lender*" and, collectively, the "*Lenders*"), the Administrative Agent, and **CIBC**, as the Issuing 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 if not defined in the Credit Agreement, as defined in 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 such financial accommodations to Borrower and the other Loan Parties 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, restated, amended and restated, supplemented, restructured or otherwise modified 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, as applicable.

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.

AGREEMENT

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:

1. To secure the 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 that constitutes 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. Grantor hereby confirms that the schedules of Grantor's Copyright, Patent and Trademark applications and registrations which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B, and C, respectively, are complete and accurate as of the date hereof.

2. 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 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 Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

3. Each Grantor hereby authorizes the Administrative Agent to file a duplicate of this Agreement containing amended exhibits reflecting new Copyright, Patent and Trademark applications and registrations which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, by such Grantor.

4. Other than as set forth in Section 3 above, this Agreement or any provision hereof may not be amended, amended and restated, supplemented, waived, or otherwise modified except in accordance with Section 10.1 of the Credit Agreement.

5. Upon (a) the Discharge of Obligations or (b) the release of a Grantor from the Obligations in accordance with the Loan Documents, Administrative Agent will promptly execute and deliver to the applicable Grantor(s), at such Grantor's expense, all documents that such Grantor reasonably requests to evidence such discharge or release. Administrative Agent hereby agrees to execute and deliver such documents and to perform all other actions reasonably necessary to evidence the release the Lien granted hereby when and as reasonably requested.

6. **THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT, AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, 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.** This Section 6 shall survive the Discharge of Obligations.

7. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words "execution," "signed," "signature" and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.


Teamfront, LLC

By: 
Name: Ronald Cameron Darby
Title: Chief Executive Officer & President

Address:

Teamfront, LLC
c/o Teamfront Operations, LLC
500 West 5th Street, Suite 1100
Austin, TX 78701
Attention: Jason Frankel, Inbar Fridman
E-Mail: frankel@mainsailpartners.com,
inbar@teamfront.com

Key 7 Software, LLC

By: 
Name: Ronald Cameron Darby
Title: President & Chief Operating Officer

Address:

Key 7 Software, LLC
c/o Teamfront Operations, LLC
500 West 5th Street, Suite 1100
Austin, TX 78701
Attention: Jason Frankel, Inbar Fridman
E-Mail: frankel@mainsailpartners.com,
inbar@teamfront.com

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008353 FRAME: 0826

Accrisoft, LLC


By: 

Name: Ronald Cameron Darby
Title: Chief Executive Officer, Secretary &
Treasurer

Address:

Accrisoft, LLC
c/o Teamfront Operations, LLC
500 West 5th Street, Suite 1100
Austin, TX 78701
Attention: Jason Frankel, Inbar Fridman
E-Mail: frankel@mainsailpartners.com,
inbar@teamfront.com

Tree Management Systems, LLC

By: 

Name: Ronald Cameron Darby
Title: Chief Executive Officer

Address:

Tree Management Systems, LLC
c/o Teamfront Operations, LLC
500 West 5th Street, Suite 1100
Austin, TX 78701
Attention: Jason Frankel, Inbar Fridman
E-Mail: frankel@mainsailpartners.com,
inbar@teamfront.com

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008353 FRAME: 0827

SERVICEMONSTER LLC

By:  _____
Name: Ronald Cameron Darby
Title: Chief Executive Officer & President

Address:

SERVICEMONSTER LLC
c/o Teamfront Operations, LLC
500 West 5th Street, Suite 1100
Austin, TX 78701
Attention: Jason Frankel, Inbar Fridman
E-Mail: frankel@mainsailpartners.com,
inbar@teamfront.com

Address of Bank:

Canadian Imperial Bank of Commerce
595 Bay Street, 7th floor
Toronto, Ontario M5G 2M8
Attention: Peter Boymans
Email: peter.boymans@cibc.com

With a copy to:

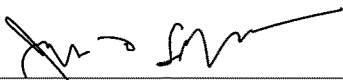
Innovation Banking Mailbox:
Mailbox.X_Innovation_Mail@cibc.com
Attention: Vasa Ratnam and Aaron Ren
Emails: Vasa.Ratnam@cibc.com and
Aaron.Ren@cibc.com

With a copy to:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, Ontario M5J 0E7
Attention: Oleg Dudchenko
E-Mail: oleg.dudchenko@cibc.com

ADMINISTRATIVE AGENT:

CANADIAN IMPERIAL BANK OF
COMMERCE

By:  _____

Name: Jonathan Schupack
Title: Assistant General Manager

By:  _____

Name: Oleg Dudchenko
Title: Authorized Signatory

**EXHIBIT A
COPYRIGHTS**

Registered Copyrights

Owner	Title	Type of Work	Registration No.	Registration Date
Key 7 Software, LLC	Key 7 Software, LLC Customer Relationship Management Software for Service Industries.	Computer File	TXu001882822	09/10/2013
Tree Management Systems, Inc.	Synch with tablet PC's.	Motion Picture	PA0001306939	11/18/2005
Tree Management Systems, Inc.	ArborGold software.	Computer File	TX0006183157	07/12/2005
Tree Management Systems, Inc.	Phonecenter : call and appointment management : version 3.	Computer File	TX0006245509	07/11/2005
Tree Management Systems, Inc.	ArborGold Mobile Estimator (for iPad)	Computer File	TX0007513226	02/29/2012
Tree Management Systems, Inc.	ArborGold Landscape Map (for iPad)	Computer File	TX0007514261	03/01/2012
Tree Management Systems, Inc.	ArborGold Cloud.	Computer File	TX0007592088	02/29/2012
Tree Management Systems, Inc.	ArborGold Cloud.	Computer File	TXu001798936	02/29/2012
Tree Management Systems, Inc.	Dynamic Proposal.	Computer File	TXu001880515	08/01/2013
Tree Management Systems, Inc.	Arborgold	Recorded Document	V15011D622	04/29/1997

Pending Copyright Applications

None.

EXHIBIT B
PATENTS

Issued Patents

None.

Pending Patent Applications

None.

EXHIBIT C
TRADEMARKS

Registered Trademarks

Owner	Mark	Registration No.	Registration Date
Accrisoft, LLC	ACCRISOFT	3078563	04/11/2006
Key 7 Software, LLC	FIELDSTER	7000254	03/14/2023
Teamfront, LLC	TEAM FRONT	6750479	06/07/2022
Tree Management Systems, Inc.	ARBORGOLD	4788711	08/11/2015
Tree Management Systems, Inc.	MOBILECREW	4862400	12/01/2015
Tree Management Systems, Inc.	MOBILE ESTIMATOR	4858218	11/24/2015
Tree Management Systems, Inc.		7066699	05/30/2023
SERVICEMONSTER LLC	SERVICEMONSTER	3408364	04/08/2008

Pending Trademark Applications

None.