

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI109455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alvaria, Inc.		03/20/2024	Corporation: DELAWARE
Noble Systems, LLC		03/20/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Alvaria Holdco (Cayman)		
Street Address:	211 Perimeter Center Parkway NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	Exempted Company: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	6170556	A	
Registration Number:	6890605	ALVARIA	
Serial Number:	97806644	ALVARIA LUMINATE	
Registration Number:	4649821	ASPECT	
Registration Number:	2814944	ASPECT	
Registration Number:	6563339	ASPECT	
Registration Number:	1502883	ASPECT CALLCENTER	
Registration Number:	5493288	ASPECT VERIFY	
Registration Number:	5392418	ASPECT VIA	
Registration Number:	5392419	ASPECTVIA	
Registration Number:	4649822		
Registration Number:	6212114	GOOD CALL.	
Registration Number:	3213084	PROPHECY	
Registration Number:	3616620	UNIFIED COMMAND AND CONTROL	
Registration Number:	4411065	UNIFIED IP	
Registration Number:	3812704	VOXEO	
Registration Number:	5013291	ZIPWIRE	
Registration Number:	5704870	AGENT GAMIFICATION	

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4953273	COMPLIANCE APPLIANCE
Registration Number:	5854908	COMPOSER
Registration Number:	6149752	CONTACT AI
Registration Number:	6060733	DECISION AI
Registration Number:	5177854	INBOUND 100
Registration Number:	2835357	N
Registration Number:	5007983	NOBLE
Registration Number:	6022446	NOBLE
Registration Number:	2543170	NOBLE CARE
Registration Number:	6027071	NOBLE SYSTEMS
Registration Number:	2270554	NOBLE SYSTEMS
Registration Number:	6027283	NOBLE SYSTEMS
Registration Number:	4225480	NOBLE SYSTEMS
Registration Number:	6057424	NOBLE SYSTEMS CUSTOMER CONTACT TECHNOLOGIES
Registration Number:	6046749	NOBLE SYSTEMS GAMIFICATION
Registration Number:	3783968	SIPHONY
Registration Number:	5046985	SMARTACCEPT
Registration Number:	5501700	SMARTADHERENCE
Registration Number:	5613377	SMARTENGAGE
Registration Number:	5056315	SMARTRECOVER
Registration Number:	5177570	THE WORLD'S SMARTEST CALL CENTER SOFTWARE
Registration Number:	5177571	THE WORLD'S SMARTEST CALL CENTER SOFTWARE COMPANY
Registration Number:	5580960	VINCIO
Registration Number:	4715967	ONQ
Registration Number:	4234214	SHIFTRACK
Registration Number:	4234215	SHIFTRACK PLUS

CORRESPONDENCE DATA

Fax Number:

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: (714)668-6200

Email: johnkline@paulhastings.com

Correspondent Name: John Kline

Address Line 1: 695 Town Center Drive

Address Line 2: Seventeenth Floor

Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER: Mitchell Garrett

SIGNATURE: Mitchell Garrett

DATE SIGNED:

03/20/2024

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of March 20, 2024 (this “Agreement”), among Alvaria, Inc., Delaware corporation, Noble Systems, LLC, a Delaware limited liability company (each, a “Grantor”, and collectively, the “Grantors”), and Alvaria Holdco (Cayman), an exempted company incorporated in the Cayman Islands with limited liability (“Alvaria Holdco”), as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Intercompany Loan Agreement, dated as of March 20, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified in writing from time to time, the “Loan Agreement”), among, inter alios, Atlas Purchaser, Inc., a Delaware corporation (the “Borrower”) and Alvaria Holdco, as the lender (the “Lender”) and as Administrative Agent and as Collateral Agent, and (b) the Collateral Agreement, dated as of March 20, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Lender, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Loan Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lender to make the Loans and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Loan Agreement, as applicable. The rules of construction specified in Section 1.03 of the Loan Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks and Trademark Licenses including, without limitation, the United States trademark registrations and trademark applications listed on Schedule I attached hereto (the “Trademark Collateral”). Notwithstanding the foregoing, for clarity, the Trademark Collateral shall not include any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Termination or Release. In connection with any termination or release pursuant to Section 5.13 of the Collateral Agreement, the Administrative Agent shall promptly execute and


deliver to each Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the Security Interest granted herein.

SECTION 6. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Remainder of this page intentionally left blank]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ALVARIA, INC., as Grantor

By: 


Michael Gruet, Mar 18, 2024 11:25 EDT
Name: Michael P. Gruet
Title: Treasurer and Chief Financial Officer

NOBLE SYSTEMS, LLC as Grantor

By: 

Michael Gruet, Mar 18, 2024 11:25 EDT
Name: Michael P. Gruet
Title: Treasurer and Chief Financial Officer





Alvaria Holdco (Cayman),
as Collateral Agent


By: 

Name: Michael P. Gruet
Title: Director

Schedule I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Status	Owner
A 	U.S. Federal	88490462 26-JUN-2019	6170556 06-OCT-2020	Registered	ALVARIA, INC.
ALVARIA	U.S. Federal	90639074 12-APR-2021	6890605 01-NOV-2022	Registered	ALVARIA, INC.
ALVARIA LUMINATE	U.S. Federal	97806644 22-FEB-2023		Pending - Filed Intent to Use	ALVARIA, INC.
ASPECT 	U.S. Federal	85884124 22-MAR-2013	4649821 02-DEC-2014	Registered	ALVARIA, INC.
ASPECT	U.S. Federal	78153450 12-AUG-2002	2814944 17-FEB-2004	Registered	ALVARIA, INC.
ASPECT 	U.S. Federal	88490428 26-JUN-2019	6563339 16-NOV-2021	Registered	ALVARIA, INC.
ASPECT CALLCENTER	U.S. Federal	73686328 25-SEP-1987	1502883 06-SEP-1988	Registered	ALVARIA, INC.
ASPECT VERIFY	U.S. Federal	87379845 21-MAR-2017	5493288 12-JUN-2018	Registered	ALVARIA, INC.
ASPECT VIA	U.S. Federal	87002999 15-APR-2016	5392418 30-JAN-2018	Registered	ALVARIA, INC.
ASPECTVIA 	U.S. Federal	87003011 15-APR-2016	5392419 30-JAN-2018	Registered	ALVARIA, INC.
Design Only 	U.S. Federal	85884132 22-MAR-2013	4649822 02-DEC-2014	Registered	ALVARIA, INC.
GOOD CALL.	U.S. Federal	88490453 26-JUN-2019	6212114 01-DEC-2020	Registered	ALVARIA, INC.
PROPHECY	U.S. Federal	78870683 27-APR-2006	3213084 27-FEB-2007	Registered	ALVARIA, INC.
UNIFIED COMMAND AND CONTROL	U.S. Federal	77187496 22-MAY-2007	3616620 05-MAY-2009	Registered	ALVARIA, INC.
UNIFIED IP	U.S. Federal	85862607 28-FEB-2013	4411065 01-OCT-2013	Registered	ALVARIA, INC.
VOXEO	U.S. Federal	77691219 14-MAR-2009	3812704 06-JUL-2010	Registered	ALVARIA, INC.
ZIPWIRE	U.S. Federal	86122644 19-NOV-2013	5013291 02-AUG-2016	Registered	ALVARIA, INC.

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Status	Owner
AGENT GAMIFICATION	U.S. Federal	87802580 19-FEB-2018	5704870 19-MAR-2019	Registered	NOBLE SYSTEMS, LLC
COMPLIANCE APPLIANCE	U.S. Federal	86735083 24-AUG-2015	4953273 03-MAY-2016	Registered Supplemental Register	NOBLE SYSTEMS, LLC
COMPOSER	U.S. Federal	88064586 03-AUG-2018	5854908 10-SEP-2019	Registered	NOBLE SYSTEMS, LLC
CONTACT AI	U.S. Federal	88505196 09-JUL-2019	6149752 08-SEP-2020	Registered Supplemental Register	NOBLE SYSTEMS, LLC
DECISION AI	U.S. Federal	88489407 26-JUN-2019	6060733 19-MAY-2020	Registered Supplemental Register	NOBLE SYSTEMS, LLC
INBOUND 100	U.S. Federal	86906353 12-FEB-2016	5177854 04-APR-2017	Registered	NOBLE SYSTEMS, LLC
N 	U.S. Federal	78084355 18-SEP-2001	2835357 20-APR-2004	Registered	NOBLE SYSTEMS, LLC
NOBLE	U.S. Federal	86852440 17-DEC-2015	5007983 26-JUL-2016	Registered	NOBLE SYSTEMS, LLC
NOBLE	U.S. Federal	88495735 01-JUL-2019	6022446 31-MAR-2020	Registered	NOBLE SYSTEMS, LLC
NOBLE CARE	U.S. Federal	75297211 23-MAY-1997	2543170 26-FEB-2002	Registered	NOBLE SYSTEMS, LLC
NOBLE SYSTEMS	U.S. Federal	88495729 01-JUL-2019	6027071 07-APR-2020	Registered	NOBLE SYSTEMS, LLC
NOBLE SYSTEMS	U.S. Federal	75479623 05-MAY-1998	2270554 17-AUG-1999	Registered	NOBLE SYSTEMS, LLC
NOBLE SYSTEMS NOBLE	U.S. Federal	88564551 02-AUG-2019	6027283 07-APR-2020	Registered	NOBLE SYSTEMS, LLC
NOBLE SYSTEMS NOBLE	U.S. Federal	85565629 09-MAR-2012	4225480 16-OCT-2012	Registered	NOBLE SYSTEMS, LLC
NOBLE SYSTEMS CUSTOMER CONTACT TECHNOLOGIES NOBLE CUSTOMER CONTACT TECHNOLOGIES	U.S. Federal	88564478 02-AUG-2019	6057424 19-MAY-2020	Registered	NOBLE SYSTEMS, LLC
NOBLE SYSTEMS GAMIFICATION NOBLE GAMIFICATION	U.S. Federal	88639457 02-OCT-2019	6046749 05-MAY-2020	Registered	NOBLE SYSTEMS, LLC
SIPHONY	U.S. Federal	77823679 10-SEP-2009	3783968 04-MAY-2010	Registered	NOBLE SYSTEMS, LLC
SMARTACCEPT	U.S. Federal	86819013 13-NOV-2015	5046985 20-SEP-2016	Registered	NOBLE SYSTEMS, LLC
SMARTADHERENCE	U.S. Federal	87669819 02-NOV-2017	5501700 26-JUN-2018	Registered	NOBLE SYSTEMS, LLC
SMARTENGAGE	U.S. Federal	87669848 02-NOV-2017	5613377 20-NOV-2018	Registered	NOBLE SYSTEMS, LLC

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Status	Owner
SMARTRECOVER	U.S. Federal	86905182 11-FEB-2016	5056315 04-OCT-2016	Registered	NOBLE SYSTEMS, LLC
THE WORLD'S SMARTEST CALL CENTER SOFTWARE	U.S. Federal	86871008 11-JAN-2016	5177570 04-APR-2017	Registered	NOBLE SYSTEMS, LLC
THE WORLD'S SMARTEST CALL CENTER SOFTWARE COMPANY	U.S. Federal	86871033 11-JAN-2016	5177571 04-APR-2017	Registered	NOBLE SYSTEMS, LLC
VINCIO	U.S. Federal	87926090 17-MAY-2018	5580960 09-OCT-2018	Registered	NOBLE SYSTEMS, LLC
ONQ	U.S. Federal	86376197 25-AUG-2014	4715967 07-APR-2015	Registered	NOBLE SYSTEMS, LLC
SHIFTRACK	U.S. Federal	85622014 10-MAY-2012	4234214 30-OCT-2012	Registered	NOBLE SYSTEMS, LLC
SHIFTRACK PLUS	U.S. Federal	85622025 10-MAY-2012	4234215 30-OCT-2012	Registered	NOBLE SYSTEMS, LLC