

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acumatica, Inc.		08/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TPG Specialty Lending, Inc., as Agent		
Street Address:	c/o State Street Global Services, 1 Iron Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4695485	A	
Registration Number:	4695486	A ACUMATICA	
Registration Number:	4695487	ACUMATICA	
Serial Number:	88081826	ACUMATISCAN	
Serial Number:	88056972	ACUMATICA MARKETPLACE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	ALANA GRAMER		
Address Line 1:	C/O PAUL HASTINGS LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	NEW YORK, NEW YORK 10166		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/s/ AG		
DATE SIGNED:	08/15/2019		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 15^h day of August, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and TPG SPECIALTY LENDING, INC. (“TPG”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its permitted successors and permitted assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 14, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among ALPHA MIDCO, INC., a Delaware corporation, (the “Borrower”), ALPHA TOPCO, INC., a Delaware corporation (“Holdings”), the lenders party thereto (each of such lenders, together with its permitted successors and permitted assigns, is referred to hereinafter as a “Lender” and collectively, the “Lenders”), TPG, as sole lead arranger (in such capacity, the “Arranger”), and Agent, the Lender Group has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of each member of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of August 15, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “GSA”); and

WHEREAS, pursuant to the GSA, Grantors are required to execute and deliver to Agent, for the benefit of each member of the Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the GSA or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the GSA, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns and pledges to Agent, for the benefit each member of the Lender Group and the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as

the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its U.S. federal Trademark registrations and applications referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolize by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (during the term of this Agreement) (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property License referred to in Section 2(b)(i);

provided that, notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the GSA. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the GSA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the GSA, the GSA shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to

include any Collateral constituting new U.S. federal trademarks or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GSA, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ACUMATICA, INC., a Delaware corporation

By:  _____

Name: Jon Roskill

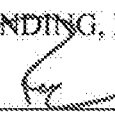
Title: President, Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

TPG SPECIALTY LENDING, INC.

By: 
Name: Robert (Bo) Stanley
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006721 FRAME: 0836

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
Acumatica, Inc.	United States	Acumatica logo	Reg. No.: 4695485	03/03/2015
Acumatica, Inc.	United States	Acumatica logo	Reg. No.: 4695486	03/03/2015
Acumatica, Inc.	United States	ACUMATICA	Reg. No.: 4695487	03/03/2015
Acumatica, Inc.	United States	ACUMATISCAN	App. No.: 88081826	08/16/2018
Acumatica, Inc.	United States	ACUMATICA MARKETPLACE	App. No.: 88056972	07/29/2018