

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aspen Technology, Inc.		12/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	MC: NY1-C413		
Internal Address:	4 Chase MetroTech Center		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5826592	PROMV	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552055		
Email:	jmull@stblaw.com		
Correspondent Name:	Kate Mirino		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1965		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	02/14/2020		
Total Attachments: 5			
source=(33083671)_ (1)_Aspen-JPM (2019) Trademark Security Agreement [Execution Version]#page1.tif			
source=(33083671)_ (1)_Aspen-JPM (2019) Trademark Security Agreement [Execution Version]#page2.tif			
source=(33083671)_ (1)_Aspen-JPM (2019) Trademark Security Agreement [Execution Version]#page3.tif			
source=(33083671)_ (1)_Aspen-JPM (2019) Trademark Security Agreement [Execution Version]#page4.tif			

CH \$40.00 5826592

TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2019 (this “Agreement”), among Aspen Technology, Inc. (the “Borrower” or “Grantor”), the other Domestic Subsidiary Loan Parties from time to time party hereto and JPMorgan Chase Bank, N.A. (“JPMCB”), as Administrative Agent.

Reference is made to (a) the Amended and Restated Credit Agreement, dated as of December 23, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders from time to time party thereto and JPMCB, as Administrative Agent; and (b) the Amended and Restated Collateral Agreement, dated as of December 23, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, the other Domestic Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Domestic Subsidiary Loan Parties party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the Payment In Full of the Obligations, the Grantor, pursuant to the Collateral Agreement, did, and hereby does, grant to JPMCB, as Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States of America, all extensions or renewals thereof, and all common law rights related thereto, including any of the foregoing set forth on Schedule I;

(b) all goodwill associated therewith or symbolized thereby;

(c) all proceeds and products thereof; and

(d) all causes of action arising prior to or after the date hereof for infringement or other violation thereof or unfair competition regarding the same.

SECTION 3. Collateral Agreement. The security interests granted to JPMCB, as Administrative Agent, herein are granted in furtherance, and not in limitation of, the security interests granted to JPMCB, as Administrative Agent, pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of JPMCB, as Administrative 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 counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.


SECTION 5. Further Actions. The Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Agreement. The Grantor shall take any further actions, including executing any further documentation, necessary to record, perfect or effectuate this Agreement and JPMCB's, as Administrative Agent, security interest in the Trademark Collateral.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York.

[Signature Page Follows]

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

ASPEN TECHNOLOGY, INC., as Grantor

By: 
Name: Karl E. Johnsen
Title: Senior Vice President and Chief
Financial Officer

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: _____
Name:
Title:

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

ASPEN TECHNOLOGY, INC., as Grantor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By:  _____
Name: MARIA RIAZ
Title: VICE PRESIDENT

[Signature Page – Trademark Security Agreement]

SCHEDULE I

U.S. Federal Trademarks Owned by Aspen Technology, Inc.

Registered Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration No.</u>
Aspen Technology, Inc.	PROMV	5,826,592