

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588750

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mapcom Systems, LLC		07/24/2020	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	14-18 Finsbury Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2A 1BR		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3229075	MAPCOM	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152687000		
Email:	ksamia@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 2:	c/o Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	27292-2172		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/JLT2/		
DATE SIGNED:	07/27/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of July 24, 2020, is entered into by and among MAPCOM SYSTEMS, LLC, a Virginia limited liability company (the “Grantor”), and SILICON VALLEY BANK, as Security Agent for the Secured Parties (in such capacity, the “Security Agent”), pursuant to (i) that certain Security Agreement, dated as of July 24, 2020 (as amended, modified, renewed or extended from time to time, the “Security Agreement”), among the Security Agent, the Grantor and certain of the Grantor’s affiliates party from time to time thereto, and (ii) that certain Senior Facilities Agreement dated September 8, 2017 (as amended, modified, renewed or extended from time to time, including as amended on 28 March 2019, 26 June 2019, 4 February 2020 and 27 May 2020, the “Facilities Agreement”), among, among others, VertiGIS Ltd, as the Original Borrower, VertiGIS Holdings Ltd (f/k/a BV GIS Holdings Ltd.) as Parent, the Original Guarantors listed therein, Silicon Valley Bank as Agent and the Security Agent.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Facilities Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted in favor of the Security Agent a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Security Agent hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Security Agent, for itself and on behalf and for the ratable benefit of the other Secured Parties, pursuant to the Security Agreement, the Grantor hereby grants to the Security Agent a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than intent-to-use applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the federally registered trademarks and applications for registration referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Security Agent under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Facilities Agreement. In connection with the foregoing, the Grantor authorizes the Security Agent to modify this Agreement without obtaining the Grantor's signature to such modification, solely to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Security Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Security Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this 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 as effective as delivery of an original executed counterpart.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Security Agent:

SECURITY AGENT:

SILICON VALLEY BANK

Alphabeta
14-18 Finsbury Square
London EC2A 1BR
United Kingdom
Attn: Darren Davidson/Tim Cussins

By: *Simon Bullen*
Name: Simon Bullen
Title: MANAGING DIRECTOR

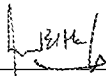
[Signature Page to Trademark Security Agreement]

Address of Grantor:

601 Southlake Blvd
Richmond, VA
Attn: Collin Granger
Facsimile No.: (804) 378-3566
Email: cgranger@mapcom.com

GRANTOR:

MAPCOM SYSTEMS, LLC

By: 
Name: Morad Elhafed
Title: Manager

SCHEDULE A

Registered Trademarks

<u>Grantor</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Mapcom Systems, LLC	3229075	April 17, 2007	04/17/2005	Mapcom Systems, LLC	MAPCOM

Applications of Registration of Trademarks

None.