

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Questica Software Inc.	FORMERLY Questica Inc.	11/13/2020	Company: CANADA
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC		
Street Address:	150 Fifth Street		
Internal Address:	Suite 2600		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87382481	WHERE BRILLIANT BEGINS	
Serial Number:	86278708	QUESTICA	
Serial Number:	75884718	QUESTICA	
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>			
Email:	stokesb@gtlaw.com		
Correspondent Name:	Bethany A. Stokes		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	One International Place, Suite 2000		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	147806.011500		
NAME OF SUBMITTER:	Bethany A. Stokes		
SIGNATURE:	/Bethany A. Stokes/		
DATE SIGNED:	11/20/2020		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN TRADEMARKS

This **GRANT OF SECURITY INTEREST IN TRADEMARKS** (this "Agreement"), dated as of November 13, 2020, is made by and among QUESTICA SOFTWARE INC. (f/k/a QUESTICA INC.) (the "Grantor") and ACQUIOM AGENCY SERVICES LLC, as agent for the Lenders (in such capacity, the "Agent").

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and among GTY Technology Holdings Inc., a Massachusetts corporation (the "Borrower"), the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and Acquiom Agency Services LLC, as agent for the Lenders thereunder (as amended, restated, amended and restated, supplemented, refinanced, replaced and/or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to make a Term Loan to the Borrower upon the terms and conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to that certain Canadian Pledge and Security Agreement, dated as of the date hereof, by and among, *inter alios*, the Borrower, the Grantor, and the Agent, as agent for the Lenders (as amended, restated, amended and restated, supplemented, refinanced, replaced and/or otherwise modified from time to time, the "Pledge & Security Agreement"), to grant security in favor of the Agent upon the terms and conditions set forth therein; and

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantor is required to execute this Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. *Definitions.* Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to such terms in the Loan Agreement.

SECTION 2. *Grant of Security Interest.* To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations (as defined in the Pledge & Security Agreement), the Grantor hereby grants to the Agent, for the benefit of the Lenders, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to all the Trademarks, whether now owned or existing or owned, acquired or arising hereafter, including the trademark registrations and trademark applications set forth on Schedule 1 hereto (collectively, the "Trademark Collateral"). Notwithstanding anything to the contrary contained in this Section 2, the security interest granted under this Agreement shall not extend to, and the 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 or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable Law; provided that upon submission to and acceptance by the USPTO of an amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or a statement of use pursuant to 15 U.S.C. Section 1051(d) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral. The Grantor and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest created hereby in the Trademark Collateral is not to be construed as an assignment of any Trademarks.

SECTION 3. *Purpose.* This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the USPTO.

SECTION 4. *Acknowledgment.* The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Pledge & Security 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 the terms of this Agreement and the terms of the Pledge & Security Agreement, the terms of the Pledge & Security Agreement shall govern.

SECTION 5. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by fax transmission or other electronic mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. *Governing Law.* The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the substantive laws (other than conflict of law provisions and principles, but including Section 5-1401 and Section 5-1402 of the General Obligations Law) of the State of New York.

SECTION 7. *The Agent.* The Agent shall be entitled to all of the protections, immunities, rights and indemnities provided to it in the Loan Agreement and the Pledge and Security Agreement, all of which are hereby incorporated herein by reference, *mutatis mutandis*.

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IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademarks to be duly executed by their respective authorized officers as of the day and year first above written.

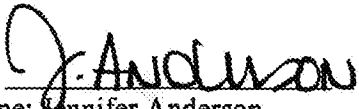
GRANTOR:

QUESTICA SOFTWARE INC. (F/K/A QUESTICA INC.)
a British Columbia company

By:  _____
Name: David Farrell
Title: Director

Acknowledged and Accepted:

ACQUIOM AGENCY SERVICES LLC, as Agent

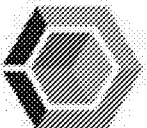

By: 
Name: Jennifer Anderson
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007112 FRAME: 0289

Schedule I

U.S. Trademark Registrations and Applications

Loan Party	Trademark Name	Application Number	Filing Date	Registration Number	Registration Date
Questica Software Inc. (f/k/a Questica Inc.)	WHERE BRILLIANT BEGINS	87382481	March 23, 2017	6127189	August 18, 2020
Questica Software Inc. (f/k/a Questica Inc.)	 Questica	86278708	May 12, 2014	5135213	February 7, 2017
Questica Software Inc. (f/k/a Questica Inc.)		75884718	January 3, 2000	2619415	September 17, 2002