

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Team Software, LLC		11/12/2021	Limited Liability Company: DELAWARE
Innovise Limited		11/12/2021	Private Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC, as collateral agent		
Street Address:	40 WEST 57TH STREET, 33RD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	6094444	E	
Registration Number:	6094446	E EHUB	
Registration Number:	6094443	EHUB	
Registration Number:	6005260	EHUB	
Registration Number:	4242934	KWANTEK	
Registration Number:	6202077	LIGHTHOUSE POWERED BY TEAM SOFTWARE	
Registration Number:	6005256	Q BY TEAM SOFTWARE	
Registration Number:	6005255	Q BY TEAM SOFTWARE	
Registration Number:	5207663	TEAM SOFTWARE	
Registration Number:	3772273	TEAM SOFTWARE	
Registration Number:	5994001	TEAM SOFTWARE	
Registration Number:	5994003	TEAMTIME	
Registration Number:	5994002	TEAMTIME	
Registration Number:	2304134	WINTTEAM	
Registration Number:	5994004	WINTTEAM	
Serial Number:	90498346	TEAM FUSION	
Serial Number:	90498360	FUSION BY TEAM SOFTWARE	

CH \$465.00 6094444

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90467502	TIMEGATE

CORRESPONDENCE DATA

Fax Number: 2125305219

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: 2125305243

Email: dcip@milbank.com, ehyla@milbank.com

Correspondent Name: Eric Hyla, Esq.

Address Line 1: 55 Hudson Yards

Address Line 2: Milbank, LLP

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	34408.00060
NAME OF SUBMITTER:	Eric Hyla
SIGNATURE:	/Eric Hyla/
DATE SIGNED:	11/19/2021

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of November 12, 2021 (this "Agreement"), among Team Software, LLC, a Delaware limited liability company, and Innovise Limited, a private limited company incorporated in England and Wales (each a "Grantor") and HPS Investment Partners, LLC ("HPS") in its capacity as collateral agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, the "Collateral Agent").

WHEREAS, reference is made to (a) the Credit Agreement dated as of June 29, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among WorkWave Intermediate I, LLC, a Delaware limited liability company ("Holdings"), WorkWave Intermediate II, LLC, a Delaware limited liability company (the "Borrower"), and the lenders from time to time party thereto and HPS, as administrative agent and collateral agent and (b) the Pledge and Security Agreement dated as of June 29, 2021 (the "Security Agreement"), by and among Holdings, the Borrower, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment in full in cash of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and permitted 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 any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Collateral").

SECTION 3. Security 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 Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security 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. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. *INTERCREDITOR AGREEMENT GOVERNS*. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH ACCEPTABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

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

Team Software, LLC




By: Jana Hey
Name: Jana Hey
Title: Chief Financial Officer, Finance





Innovise Limited

By: Jana Hey
Name: Jana Hey
Title: Director

SCHEDULE I

UNITED STATES TRADEMARKS

TRADEMARK	JURISDICTION	REGISTRATION NUMBER	REGISTERED OWNER	REGISTRATION DATE
INNOVISE	United States of America	4479314	Innovise Limited	Feb 11, 2014
e (LOGO) 	United States of America	6094444	Team Software, LLC	Jul 7, 2020
e eHub 	United States of America	6094446	Team Software, LLC	Jul 7, 2020
eHub	United States of America	6094443	Team Software, LLC	Jul 7, 2020
EHUB	United States of America	6005260	Team Software, LLC	Mar 10, 2020
KWANTEK	United States of America	4242934	Team Software, LLC	Nov 13, 2012
LIGHTHOUSE POWERED BY TEAM SOFTWARE 	United States of America	6202077	Team Software, LLC	Nov 17, 2020
Q BY TEAM SOFTWARE	United States of America	6005256	Team Software, LLC	Mar 10, 2020

 Q by TEAM Software	United States of America	6005255	Team Software, LLC	Mar 10, 2020
TEAM Software	United States of America	5207663	Team Software, LLC	May 23, 2017
TEAM SOFTWARE	United States of America	3772273	Team Software, LLC	Apr 6, 2010
 TEAM Software	United States of America	5994001	Team Software, LLC	Feb 25, 2020
TEAMTIME	United States of America	5994003	Team Software, LLC	Feb 25, 2020
 TeamTime	United States of America	5994002	Team Software, LLC	Feb 25, 2020
WINTEAM	United States of America	2304134	Team Software, LLC	Dec 28, 1999
 WinTeam	United States of America	5994004	Team Software, LLC	Feb 25, 2020

UNITED STATES TRADEMARK APPLICATIONS

TRADEMARK	JURISDICTION	APPLICATION NUMBER	APPLICANT	STATUS
TEAM FUSION	United States of America	90/498,346	Team Software, LLC	Pending
FUSION BY TEAM SOFTWARE	United States of America	90/498,360	Team Software, LLC	Pending
TIMEGATE	United States of America	90/467,502	Innovise Limited	Pending