

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3Pillar Global, Inc.		11/23/2021	Corporation: VIRGINIA
Tiempo, Inc.		11/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KKR LOAN ADMINISTRATION SERVICES LLC		
Street Address:	555 CALIFORNIA STREET, 50TH FLOOR		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4799255	3PILLAR	
Registration Number:	4799256	INNOVATE	
Registration Number:	4799257	ACCELERATE	
Registration Number:	4799258	ELEVATE	
Registration Number:	4799259	NAVIGATE	
Registration Number:	6279725	PRODUCT MINDSET	
Registration Number:	4516688	ADAPTIVE PLM	
Registration Number:	4509062	3PILLAR GLOBAL	
Registration Number:	4453683	3 PILLAR GLOBAL	
Registration Number:	0651144	ARBALETE	
Serial Number:	97099521	PRODUCT DEVELOPMENT AS A SERVICE	
Serial Number:	97099518	PDAAS	
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:	17044933657		
Email:	mmcgill@kslaw.com		

OP \$315.00 4799255

Correspondent Name: Maggie McGill
Address Line 1: 300 S. Tryon, Ste 2700
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 22939.515154

NAME OF SUBMITTER: Maggie McGill

SIGNATURE: /Maggie McGill/

DATE SIGNED: 12/01/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 23, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by 3Pillar Global, Inc. and Tiempo, Inc. (“**Grantors**”, and each a “**Grantor**”) in favor of KKR LOAN ADMINISTRATION SERVICES LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantors are party to that certain Security Agreement dated as of November 23, 2021, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantors, the other grantors party thereto, and the Administrative Agent pursuant to which Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

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

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantors, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grant and pledge to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantors or in which Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security

interest therein would impair the validity or enforceability of, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Grantors hereby authorize and request that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantors, and at Grantors' sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

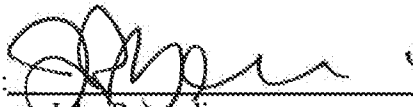
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

3PILLAR GLOBAL, INC., as a Grantor

By: 
Name: John Bernardi
Title: Chief Financial Officer

TIEMPO, INC., as a Grantor

By: 
Name: John Bernardi
Title: Treasurer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

KKR LOAN ADMINISTRATION SERVICES
LLC, as Administrative Agent & Collateral Agent

By: John Knox
Name: John Knox
Title CFO

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
3Pillar Global, Inc.	3PILLAR	4799255	8/25/2015
3Pillar Global, Inc.	INNOVATE	4799256	8/25/2015
3Pillar Global, Inc.	ACCELERATE	4799257	8/25/2015
3Pillar Global, Inc.	ELEVATE	4799258	8/25/2015
3Pillar Global, Inc.	NAVIGATE	4799259	8/25/2015
3Pillar Global, Inc.	PRODUCT MINDSET	6279725	3/2/2021
3Pillar Global, Inc.	ADAPTIVE PLM	4516688	4/15/2014
3Pillar Global, Inc.	3PILLAR GLOBAL	4509062	4/8/2014
3Pillar Global, Inc.	3PILLAR GLOBAL (BLUE CIRCLES DESIGN)	4453683	12/24/2013
Tiempo, Inc.	TIEMPO DEVELOPMENT & MANAGEMENT	651144	8/11/2016

TRADEMARK APPLICATIONS

Grantor	Mark	Serial No.	Application Date
3Pillar Global, Inc.	PRODUCT	97099521	10/29/2021
3Pillar Global, Inc.	PDAAS	97099518	10/29/2021

Error! Unknown document property name.

RECORDED: 12/01/2021

TRADEMARK
REEL: 007514 FRAME: 0013