

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Opteon Appraisal, Inc.		06/06/2022	Corporation: CALIFORNIA
Opteon AMC, Inc		06/06/2022	Corporation: CALIFORNIA
Ascent Software Group, LLC		06/06/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Bank Australia Limited		
Street Address:	Level 10, 333 Collins Street		
City:	Melbourne, Victoria		
State/Country:	AUSTRALIA		
Postal Code:	3000		
Entity Type:	Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3208382	THE WILLIAM FALL GROUP	
Registration Number:	6462101	VALUCENTRIC	
Registration Number:	4924390	APPRAISALRX	
Serial Number:	90053869	IVALU	
Serial Number:	97301491	ASCENT SOFTWARE GROUP	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	06/08/2022		

CH \$140.00 3208382

Total Attachments: 9

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This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of 6 June _____, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of HSBC Bank Australia Limited ABN 48 006 434 162, as Security Trustee (in such capacity, together with their respective successors and permitted assigns, the "**Security Trustee**").

WHEREAS, the Grantors are party to a Security Agreement dated as of the date hereof (the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Security Trustee pursuant to which the Grantors granted a security interest to the Security Trustee in the Patent and Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Security Trustee 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

Each Grantor hereby grants to the Security Trustee a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property, being herein collectively referred to as the "Patent and Trademark Collateral"):

- (i) each United States and foreign patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;
- (ii) each Patent License, including each Patent License listed on Schedule A hereto;
- (iii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;
- (iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (v) all products and proceeds of the foregoing.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Trustee pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Security Trustee with respect to the security interest in the Patent and 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Termination

Upon the termination of the Security Agreement, the Security Trustee shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent and Trademark Collateral under this Agreement.

SECTION 6. Counterparts

This 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. This Agreement may be transmitted and/or signed by facsimile or Adobe PDF file, DocuSign or other similar electronic means and if so transmitted or signed, shall, subject to requirements of law, have the same force and effect as a manually signed original and shall be binding on the Grantors and the Security Trustee.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 6
day of June, 2022.

OPTEON APPRAISAL, INC., a Delaware corporation
as Grantor

DocuSigned by:
Chris Knight
By: _____
Chris Knight, President

OPTEON AMC, INC., a California corporation
as Grantor

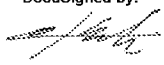
DocuSigned by:
Chris Knight
By: _____
Chris Knight, President

ASCENT SOFTWARE GROUP, LLC, a Delaware
limited liability company
as Grantor

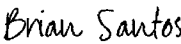
By: OPTEON US HOLDINGS, INC., a Delaware
corporation
its sole member

DocuSigned by:
Chris Knight
By: _____
Chris Knight, President

Executed by HSBC Bank Australia Limited)
ABN 48 006 434 162 by its Attorney under)
Power of Attorney dated **18 October 2018**)
And by their execution hereof the said Attorney)
certifies that they have no notice of the)
revocation of such Power of Attorney)
in the presence of:)

DocuSigned by:

9B6DB93CE9464189.....
Witness

Chris Lee
.....
Name of Witness

DocuSigned by:

5A5A684DF7F24B2.....
Attorney

Brian Santos
.....
Name of Attorney

Schedule A to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

GRANTOR NAME: OPTEON US HOLDINGS, INC.

Serial No. or Patent No.	Date	Issue Title	Inventor	Country	Patent Holder
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None

GRANTOR NAME: OPTEON APPRAISAL, INC.

Serial No. or Patent No.	Date	Issue Title	Inventor	Country	Patent Holder
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None

GRANTOR NAME: OPTEON AMC, INC.

Serial No. or Patent No.	Date	Issue Title	Inventor	Country	Patent Holder
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None

GRANTOR NAME: OPTEON CK, INC.

Serial No. or Patent No.	Date	Issue Title	Inventor	Country	Patent Holder
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None

GRANTOR NAME: ASCENT SOFTWARE GROUP, LLC

Serial No. or Patent No.	Date	Issue Title	Inventor	Country	Patent Holder
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None

PATENT LICENSES

GRANTOR NAME: OPTEON US HOLDINGS, INC.

Licensor	Licensee	Patent Number(s)	Date
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None

Schedule A to Patent and Trademark Security Agreement

GRANTOR NAME: OPTEON APPRAISAL, INC.

Licensors	Licensees	Patent Number(s)	Date
None			

GRANTOR NAME: OPTEON AMC, INC.

Licensors	Licensees	Patent Number(s)	Date
None			

GRANTOR NAME: OPTEON CK, INC.

Licensors	Licensees	Patent Number(s)	Date
None			

GRANTOR NAME: ASCENT SOFTWARE GROUP, LLC

Licensors	Licensees	Patent Number(s)	Date
None			

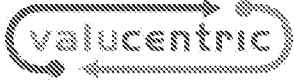
Schedule B to Patent and Trademark Security Agreement

TRADEMARKS

GRANTOR NAME: OPTEON US HOLDINGS, INC.

Registration No.	Country	Registration Date	Mark
None			

GRANTOR NAME: OPTEON APPRAISAL, INC.

Registration No.	Country	Registration Date	Mark
3208382	United States	Feb. 13, 2007	THE WILLIAM FALL GROUP
6462101	United States	Aug. 24, 2021	 VALUCENTRIC

GRANTOR NAME: OPTEON AMC, INC.

Registration No.	Country	Registration Date	Mark
4924390	United States	Mar. 22, 2016	APPRAISALRX

GRANTOR NAME: OPTEON CK, INC.

Registration No.	Country	Registration Date	Mark
None			

GRANTOR NAME: ASCENT SOFTWARE GROUP, LLC

Registration No.	Country	Issue Date	Mark
None			

Schedule B to Patent and Trademark Security Agreement

TRADEMARK APPLICATIONS

GRANTOR NAME: OPTEON US HOLDINGS, INC.

Serial No.	Country	Application Date	Mark
None			

GRANTOR NAME: OPTEON APPRAISAL, INC.

Serial No.	Country	Application Date	Mark
90053869	United States of America	Jul. 15, 2020	IVALU

GRANTOR NAME: OPTEON AMC, INC.

Serial No.	Country	Application Date	Mark
None			

GRANTOR NAME: OPTEON CK, INC.

Serial No.	Country	Application Date	Mark
None			

GRANTOR NAME: ASCENT SOFTWARE GROUP, LLC

Serial No.	Country	Application Date	Mark
97301491	United States	Mar. 08, 2022	



ASCENT SOFTWARE
GROUP

Schedule B to Patent and Trademark Security Agreement

TRADEMARK LICENSES

GRANTOR NAME: OPTEON US HOLDINGS, INC.

None

GRANTOR NAME: OPTEON APPRAISAL, INC.

None

GRANTOR NAME: OPTEON AMC, INC.

None

GRANTOR NAME: OPTEON CK, INC.

None

GRANTOR NAME: ASCENT SOFTWARE GROUP, LLC

None