

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798199

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900759986

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LOFTWARE, INC.		03/21/2023	Corporation: MAINE

RECEIVING PARTY DATA

Name:	HERCULES CAPITAL, INC.
Street Address:	400 Hamilton Avenue, Suite 310
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3720273	ENTERPRISE LABELING SOLUTIONS
Registration Number:	3761687	
Registration Number:	3726308	
Registration Number:	1797674	LLM
Registration Number:	2112055	LLM-WIN
Registration Number:	1514483	LOFTWARE
Registration Number:	1827853	LOFTWARE
Registration Number:	2970430	LOFTWARE CONNECTOR
Registration Number:	6008651	LOFTWARE DAVINCI
Registration Number:	3761685	LOFTWARE ENTERPRISE LABELING SOLUTIONS
Registration Number:	3761686	LOFTWARE ENTERPRISE LABELING SOLUTIONS
Registration Number:	3034534	LOFTWARE PRINT SERVER
Registration Number:	5909352	LOFTWARE SMARTFLOW
Registration Number:	4313792	LOFTWARE SPECTRUM
Registration Number:	3297797	LPS
Registration Number:	4395742	
Registration Number:	6350381	ENTERPRISE LABELING MATURITY MODEL

CORRESPONDENCE DATA**Fax Number:**

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: 212-715-9555
Email: KLtrademark@kramerlevin.com
Correspondent Name: Jaclyn Ionin
Address Line 1: 1177 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	071016-00065
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NAME OF SUBMITTER:	Jaclyn Ionin
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SIGNATURE:	/Jaclyn Ionin/
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DATE SIGNED:	03/28/2023
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 21st day of March, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and HERCULES CAPITAL, INC., as administrative agent and collateral agent (in such capacities, together with its successors and assigns, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 21, 2023 (as amended, restated, amended and restated, supplemented, modified, or otherwise in effect from time to time, the “Credit Agreement”), by and among LOFTWARE HOLDINGS, INC., a Delaware corporation (“Parent”), LOFTWARE, INC., a Maine corporation (“Loftware Borrower”; and together with those additional Persons that become parties to the Credit Agreement as Borrowers from time to time in accordance with the terms thereof, each, individually, a “Borrower” and, individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of March 21, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented, modified, or otherwise in effect from time to time, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”; provided that the Trademark Collateral shall exclude any Excluded Property):

(a) all of such Grantor's Trademarks, including those U.S. Trademark registrations and applications referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, such Trademarks; and

(c) all of such Grantor's Intellectual Property Licenses and IP Ancillary Rights with respect to Trademarks.

3. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement and any notices delivered under this Trademark Security Agreement, may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. This Trademark Security Agreement and any notices delivered under this Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement and any notices as set forth herein will be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement or such notice. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

5. CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

LOFTWARE, INC.,
a Maine corporation

DocuSigned by:
By: Robert D. O'Connor, Jr.
Name: Robert D. O'Connor, Jr.
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

HERCULES CAPITAL, INC.,
as Agent

By:  _____
Name: Seth Meyer
Title: Chief Financial Officer


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008022 FRAME: 0113

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application No. / Registration No.	App/Reg Date
Loftware, Inc.	USA	ENTERPRISE LABELING SOLUTIONS	77537938 3720273	4-Aug-2008 1-Dec-2009
Loftware, Inc.	USA		77537972 3761687	4-Aug-2008 16-Mar-2010
Loftware, Inc.	USA		77537976 3726308	4-Aug-2008 15-Dec-2009
Loftware, Inc.	USA	LLM	74360465 1797674	18-Feb-1993 12-Oct-1993
Loftware, Inc.	USA	LLM-WIN	75172383 2112055	26-Sep-1996 11-Nov-1997
Loftware, Inc.	USA	LOFTWARE	73728006 1514483	12-May-1988 29-Nov-1988
Loftware, Inc.	USA	LOFTWARE	74360551 1827853	18-Feb-1993 22-Mar-1994
Loftware, Inc.	USA	LOFTWARE CONNECTOR	78411216 2970430	30-Apr-2004 19-Jul-2005
Loftware, Inc.	USA	LOFTWARE DAVINCI	88006304 6008651	19-Jun-2018 10-Mar-2020
Loftware, Inc.	USA	 LOFTWARE <small>ENTERPRISE LABELING SOLUTIONS</small>	77537957 3761685	4-Aug-2008 16-Mar-2010
Loftware, Inc.	USA	 LOFTWARE <small>ENTERPRISE LABELING SOLUTIONS</small>	77537963 3761686	4-Aug-2008 16-Mar-2010
Loftware, Inc.	USA	LOFTWARE PRINT SERVER	78411201 3034534	30-Apr-2004 27-Dec-2005
Loftware, Inc.	USA	LOFTWARE SMARTFLOW	88006301 5909352	19-Jun-2018 12-Nov-2019
Loftware, Inc.	USA	LOFTWARE SPECTRUM	85364145 4313792	6-Jul-2011 2-Apr-2013

Grantor	Country	Mark	Application No. / Registration No.	App/Reg Date
Loftware, Inc.	USA	LPS	78896171 3297797	30-May-2006 25-Sep-2007
Loftware, Inc.	USA		85830226 4395742	23-Jan-2013 3-Sep-2013
Loftware, Inc.	USA	ENTERPRISE LABELING MATURITY MODEL	90016229 6350381	23-Jun-2020 11-May-2021