

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM851355

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ActiveState Software Inc		11/06/2023	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as Agent		
<b>Street Address:</b>	100 King Street West		
<b>Internal Address:</b>	18th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5X1A1		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2473980	ACTIVEPERL	
<b>Registration Number:</b>	2618299	KOMODO	
<b>Registration Number:</b>	4077046	ACTIVEPYTHON	
<b>Registration Number:</b>	2776780	ACTIVETCL	
<b>Registration Number:</b>	2922547	ACTIVESTATE PERL DEV KIT	
<b>Registration Number:</b>	3000615	ACTIVESTATE TCL DEV KIT	
<b>Registration Number:</b>	3014774	ACTIVESTATE	
<b>Registration Number:</b>	5424363	ACTIVERUBY	
<b>Registration Number:</b>	5292792	ACTIVEGO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888295817		
<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>			
<b>Phone:</b>	8888295819		
<b>Email:</b>	john.cunningham@wolterskluwer.com		
<b>Correspondent Name:</b>	John D. Cunningham		
<b>Address Line 1:</b>	208 S. LaSalle		
<b>Address Line 2:</b>	Suite 814		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		

OP \$240.00 2473980

<b>NAME OF SUBMITTER:</b>	Gregory T. Pealer
<b>SIGNATURE:</b>	/Gregory T. Pealer/
<b>DATE SIGNED:</b>	11/06/2023
<b>Total Attachments: 6</b> source=US Trademark Collateral Agreement (final compiled)#page1.tif source=US Trademark Collateral Agreement (final compiled)#page2.tif source=US Trademark Collateral Agreement (final compiled)#page3.tif source=US Trademark Collateral Agreement (final compiled)#page4.tif source=US Trademark Collateral Agreement (final compiled)#page5.tif source=US Trademark Collateral Agreement (final compiled)#page6.tif	

## TRADEMARK COLLATERAL AGREEMENT

This 6<sup>th</sup> day of November, 2023, ActiveState Software Inc., a corporation existing under the laws of the Province of British Columbia (together with its successors, by amalgamation or otherwise, and permitted assigns, being hereinafter referred to collectively as “*Debtor*”) with its principal place of business and mailing address at 1000 – 1177 West Hastings St., Vancouver, BC, V6E 2K3, Canada, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal (“*BMO*”), with its mailing address at 100 King Street West, 18<sup>th</sup> Floor, Toronto, Ontario, Canada M5X 1A1, acting as administrative agent hereunder for the Lender Parties as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successors or assigns to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Lender Parties a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations (as defined in the Security Agreement) of Debtor as set out in that certain General Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such

Intent-to-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the federal laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date first above written.

ACTIVESTATE SOFTWARE INC.

DocuSigned by:  
  
By \_\_\_\_\_  
9CBB241D7A4B424...  
Name Gil Nayot  
Title Authorized Signatory

ACKNOWLEDGED AND AGREED

as of the date first above written:

BANK OF MONTREAL, as Agent

By: Issam Majeed  
Name: Issam Majeed  
Title: Senior Director, Loan Syndications

**SCHEDULE A  
To  
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	APP. NO.	REG. DATE
ACTIVEPERL	2473980	75513769	31-Jul-01
KOMODO	2618299	78047640	10-Sep-02
ACTIVEPYTHON	4077046	85324825	27-Dec-11
ACTIVETCL	2776780	78047649	21-Oct-03
ACTIVESTATE PERL DEV KIT	2922547	78131335	1-Feb-05
ACTIVESTATE TCL DEV KIT	3000615	78206146	27-Sep-05
ACTIVESTATE	3014774	78048198	15-Nov-05
ACTIVERUBY	5424363	87212137	13-Mar-18
ACTIVEGO	5292792	87212245	19-Sep-17