

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI32052

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (SECOND LIEN)		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Snow Software, Inc.		02/15/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Jefferies Finance LLC, as Second Lien Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	7037042	SNOW *	
Registration Number:	7077089	SNOW SAAS MANAGEMENT	
Registration Number:	7044295	SNOW ATLAS	
Registration Number:	5762624	SNOWSTORM	
Registration Number:	5762626	SNOW GLOBE	
Registration Number:	5636839	SNOW	
Registration Number:	4704383	VCOMMANDER	
Registration Number:	3568062	EMBOTICS	
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:	(212)701-3569		
Email:	dka@cahill.com,ipteam@cogencyglobal.com		
Correspondent Name:	Doris Ka		
Address Line 1:	32 Old Slip		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New york, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	Flexera (41260.0451 1L)		

OP \$215.00.00 97451147

NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	02/16/2024
Total Attachments: 5 source=2 Flexera - Trademark Security Agreement Page- 2L#page1.tif source=2 Flexera - Trademark Security Agreement Page- 2L#page2.tif source=2 Flexera - Trademark Security Agreement Page- 2L#page3.tif source=2 Flexera - Trademark Security Agreement Page- 2L#page4.tif source=2 Flexera - Trademark Security Agreement Page- 2L#page5.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of February 15, 2024 (this “*Agreement*”), is made by Snow Software, Inc., a Delaware corporation (the “*Debtor*”), in favor of Jefferies Finance LLC (“*Jefferies*”), as collateral agent for the Secured Creditors (as defined in the Security Agreement hereinafter identified and defined) (Jefferies acting as such collateral agent and any successor or successors to Jefferies in such capacity being hereinafter referred to as the “*Second Lien Collateral Agent*”).

WHEREAS, the Debtor is party to that certain Second Lien Security Agreement, dated as of March 3, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “*Security Agreement*”), by and among the Debtor, the Second Lien Collateral Agent and the other debtors party thereto, pursuant to which the Debtor granted a security interest to the Second Lien Collateral Agent in the Trademark Collateral (as defined below) and is 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 Debtor hereby agrees with the Second Lien Collateral Agent as follows:

Section 1. Defined Terms. All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement. The rules of construction specified in Section 1(a) of the Security Agreement shall also apply to this Agreement *mutatis mutandis*.

Section 2. Grant of Security Interest in Trademark Collateral. As collateral security for the Secured Obligations, the Debtor hereby grants to the Second Lien Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and acknowledges and agrees that the Second Lien Collateral Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in all of the Debtor’s Trademarks, including the Trademark registrations and pending applications for registration in the U.S. Patent and Trademark Office listed on Schedule A attached hereto and all proceeds of the foregoing, in each case, to the extent the foregoing items constitute Collateral (collectively, the “*Trademark Collateral*”).

Section 3. Certain Limited Exclusions. Notwithstanding the foregoing, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

Section 4. Security Agreement. The security interest granted to the Second Lien Collateral Agent pursuant to this Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent for the benefit of the Secured Creditors pursuant to the Security Agreement, and the Debtor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 5. 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.

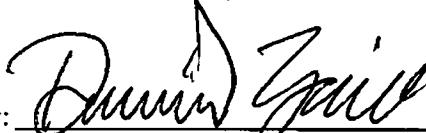
Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission (including “.pdf” or “.tiff”) will be effective as delivery of a manually executed counterpart thereof.

Section 7. Intercreditor Agreement Governs. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE SECOND LIEN COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED CREDITORS PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

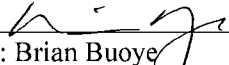
IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered as of the date first above written.

SNOW SOFTWARE, INC.


By: 
Name: David Zwick
Title: Chief Financial Officer

Accepted and agreed to as of the date first above written:

JEFFERIES FINANCE LLC,
as Collateral Agent

By:  _____
Name: Brian Buoye
Title: Managing Director

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark	Appl. No.	Application Date	Registration No.	Registration Date
Snow Software, Inc.	SNOW * snow 	97451147	6/9/2022	7037042	4/25/2023
Snow Software, Inc.	SNOW SAAS MANAGEMENT	97322364	3/21/2022	7077089	6/6/2023
Snow Software, Inc.	SNOW ATLAS	90977922	6/11/2021	7044295	5/2/2023
Snow Software, Inc.	SNOWSTORM	88157152	10/16/2018	5762624	5/28/2019
Snow Software, Inc.	SNOW GLOBE	88157161	10/16/2018	5762626	5/28/2019
Snow Software, Inc.	SNOW	87855908	3/29/2018	5636839	12/25/2018
Snow Software, Inc.	VCOMMANDER	85900952	4/10/2013	4704383	3/17/2015
Snow Software, Inc.	EMBOTICS	77033899	11/1/2006	3568062	1/27/2009

[Signature Page to Second Lien Trademark Security Agreement]