

900422917 09/28/2017

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

09/28/2017  
900422917

ETAS ID: TM444999

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACCELA, INC.		09/28/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

<b>Name:</b>	GOLUB CAPITAL MARKETS LLC, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	666 FIFTH AVE., 18TH FL
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10103
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3024429	VANTAGE360
Registration Number:	2940668	ACCELA AUTOMATION
Registration Number:	2717751	VELOCITYHALL
Registration Number:	2875166	ACCELA
Registration Number:	2112082	GEOTMS
Registration Number:	3818754	IQM2
Registration Number:	3680171	ENVISTA
Registration Number:	5069024	ACCELA CIVIC PLATFORM
Registration Number:	4689296	ACCELA
Registration Number:	4611504	CIVIC PLATFORM
Registration Number:	4611505	CIVIC CLOUD
Registration Number:	4700395	CIVIC HERO
Registration Number:	4443643	PUBLICSTUFF
Registration Number:	4362537	E-BOARDROOM
Registration Number:	4355680	MINUTETRAQ
Registration Number:	4366173	MEDIATRAQ
Registration Number:	4012277	DECADE
Registration Number:	4129545	IT'S ABOUT TIME
Registration Number:	3967925	ENVISIONCONNECT

OP \$690.00 3024429

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TRADEMARK  
REEL: 006166 FRAME: 0696

Property Type	Number	Word Mark
Registration Number:	4050156	ACCELA
Registration Number:	3912225	ENVISIONCONNECT
Registration Number:	3905572	DECADE SOFTWARE COMPANY
Registration Number:	3895232	TRUSTED TO DO MORE
Registration Number:	3895143	TRUSTED TO DO MORE.
Registration Number:	3895117	DECADE SOFTWARE COMPANY
Serial Number:	86034238	CIVIC ID
Serial Number:	86905509	CIVICPAY

**CORRESPONDENCE DATA**

**Fax Number:** 2123553333  
*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:** 2124597136  
**Email:** tbennett@goodwinlaw.com  
**Correspondent Name:** Tracey D. Bennett  
**Address Line 1:** c/o Goodwin Procter LLP  
**Address Line 2:** 620 8th Ave.  
**Address Line 4:** New York, NEW YORK 10018

<b>ATTORNEY DOCKET NUMBER:</b>	128995.264034
<b>NAME OF SUBMITTER:</b>	Tracey D. Bennett
<b>SIGNATURE:</b>	/s/Tracey D. Bennett
<b>DATE SIGNED:</b>	09/28/2017

**Total Attachments: 4**  
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source=Accela Trademark Security Agreement#page4.tif

## TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of dated as September 28, 2017 by ACCELA, INC., a California corporation (“**Grantor**”), in favor of GOLUB CAPITAL MARKETS LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties.

### WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of September 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement; capitalized terms used herein and not otherwise defined herein or in the Security Agreement shall have the meanings assigned to such terms in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the Collateral (excluding any Excluded Assets) of Grantor, including without limitation, the Trademarks of Grantor listed on Schedule I attached hereto.

SECTION 3. The 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 benefit of the Secured Parties, pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. 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 unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to Grantor, the Administrative Agent shall, at the expense of Grantor, execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

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

ACCELA, INC.


By: \_\_\_\_\_

  
Name: Bruce Döner

Title: Chief Financial Officer

*{Signature Page to Trademark Security Agreement}*

**GOLUB CAPITAL MARKETS LLC,**  
as Administrative Agent

By:   
Name: Marc C. Robinson  
Title: Managing Director

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006166 FRAME: 0700**

**Schedule I**  
**Trademark Registrations and Use Applications**

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Accela, Inc.	3024429	VANTAGE360
Accela, Inc.	2940668	ACCELA AUTOMATION
Accela, Inc.	2717751	VELOCITYHALL
Accela, Inc.	2875166	ACCELA
Accela, Inc.	2112082	GEOTMS
Accela, Inc.	3818754	IQM2
Accela, Inc.	3680171	ENVISTA
Accela, Inc.	5069024	ACCELA CIVIC PLATFORM
Accela, Inc.	4689296	ACCELA
Accela, Inc.	4611504	CIVIC PLATFORM
Accela, Inc.	4611505	CIVIC CLOUD
Accela, Inc.	4700395	CIVIC HERO
Accela, Inc.	4443643	PUBLICSTUFF
Accela, Inc.	4362537	E-BOARDROOM
Accela, Inc.	4355680	MINUTETRAQ
Accela, Inc.	4366173	MEDIATRAQ
Accela, Inc.	4012277	DECADE
Accela, Inc.	4129545	IT'S ABOUT TIME
Accela, Inc.	3967925	ENVISIONCONNECT
Accela, Inc.	4050156	ACCELA
Accela, Inc.	3912225	ENVISIONCONNECT
Accela, Inc.	3905572	DECADE SOFTWARE COMPANY
Accela, Inc.	3895232	TRUSTED TO DO MORE
Accela, Inc.	3895143	TRUSTED TO DO MORE
Accela, Inc.	3895117	DECADE SOFTWARE COMPANY

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Accela, Inc.	86034238	CIVIC ID
Accela, Inc.	86905509	CIVICPAY