

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Sourcing Corp.		12/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 W. MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3964983	ASAP	
Registration Number:	2640639	COMBINENET	
Registration Number:	3388251	COMBINENET	
Registration Number:	3388249	COMBINENET	
Registration Number:	2900949	EXPRESSIVE BIDDING	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	057121-0155		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	12/29/2017		

OP \$140.00 3964983

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among SciQuest, Inc., a Delaware corporation (the “Borrower”), the other Persons party thereto that are designated as a Credit Party, Agent, Antares Holdings LP, as a Lender (including as Swing Lender), and the other Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those United States Trademarks referred to on Schedule 1 hereto; provided, however that no Lien on and security interest is granted on any “intent to use” Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such

“intent to use” Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York .


Section 7. Release and Termination. At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Agent shall execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


SCIQUEST, INC.,
as Grantor

By: _____



Name: Robert Bonavito
Title: President

ADVANCED SOURCING CORP.,
as Grantor

By: _____


Name: Robert Bonavito
Title: President

BRAVOSOLUTION US, INC.,
as Grantor

By: 
Name: Robert Bonavito
Title: President

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By:  _____

Name: Steven Heise
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006239 FRAME: 0485

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Registration No./Date	Application No./Date	Mark	Listed Owner
3964983 05/24/2011	85076305 07/01/2010	ASAP	Advanced Sourcing Corp.
2640639 10/22/2002	76174432 11/28/2000	COMBINENET	Advanced Sourcing Corp.
3388251 02/26/2008	77212312 06/21/2007	COMBINENET and Design 	Advanced Sourcing Corp.
3388249 02/26/2008	77212249 06/21/2007	COMBINENET and Design 	Advanced Sourcing Corp.
2900949 11/02/2004	78340195 12/12/2003	EXPRESSIVE BIDDING	Advanced Sourcing Corp.
2929161 03/01/2005	76223795 03/12/2001	HIGHERMARKETS	SciQuest, Inc.
3724263 12/15/2009	77439514 04/03/2008	HIGHERMARKETS EXPRESS	SciQuest, Inc.
3720617 12/08/2009	77439523 04/03/2008	SCIQUEST	SciQuest, Inc.
2506842 11/13/2001	76198404 01/23/2001	SELECTSITE	SciQuest, Inc.
3724264 12/15/2009	77439528 04/03/2008	SELECTSITE EXPRESS	SciQuest, Inc.
3724262 12/15/2009	77439508 04/03/2008	SPEND DIRECTOR	SciQuest, Inc.
4178225 07/24/2012	85407385 08/25/2011	SPEND RADAR	SciQuest, Inc.
4970444 05/31/2016	86652740 06/05/2015	BRAVOADVANTAGE	BravoSolution US, Inc.

2. TRADEMARK APPLICATIONS

Application No./Date	Mark	Listed Owner
87/330988 02/09/2017	JAGGAER	SciQuest, Inc.