

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONFLUENCE TECHNOLOGIES, INC.		03/13/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, AS COLLATERAL AGENT		
Street Address:	150 S. WACKER DRIVE		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5232483	SYNAPSE	
Registration Number:	5286466	SYNAPSE	
Registration Number:	5203271	UNITY NXT	
Registration Number:	5149723	UNITY FINANCIAL REPORTING	
Registration Number:	5203260	UNITY	
Registration Number:	3702691	EXPECT IT	
Registration Number:	4139316	UNITY	
Registration Number:	3715284	UNITY	
Registration Number:	3083971	DELIVER	
Registration Number:	2612318	CONFLUENCE	
Registration Number:	2525149		
Registration Number:	2562958	CONFLUENCE	
Registration Number:	2575158	FUNDSTATION	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
TRADEMARK			

CH \$340.00 5232483

Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 33968-290

NAME OF SUBMITTER: Kristin Brozovic

SIGNATURE: /Kristin Brozovic/

DATE SIGNED: 03/13/2018

Total Attachments: 5

source=Project Cobra - Trademark Security Agreement (EXECUTED)#page1.tif

source=Project Cobra - Trademark Security Agreement (EXECUTED)#page2.tif

source=Project Cobra - Trademark Security Agreement (EXECUTED)#page3.tif

source=Project Cobra - Trademark Security Agreement (EXECUTED)#page4.tif

source=Project Cobra - Trademark Security Agreement (EXECUTED)#page5.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of March 13, 2018 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Golub Capital LLC, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of March 13, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Cobra Merger Sub, Inc., a Delaware corporation (the "Merger Sub" and the "Initial Borrower"), which upon the consummation of the Closing Date Acquisition will be merged with and into Confluence Technologies, Inc., a Delaware corporation ("Confluence" and, following the Merger as successor to Initial Borrower, the "Successor Borrower"; Successor Borrower, together with the Initial Borrower, individually, and collectively as the context may require, the "Borrower"), Cobra Holdings, Inc., a Delaware corporation ("Holdings"), the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral 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 the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and

affirm that the rights and remedies of the 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. 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. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Remainder of this page intentionally left blank]

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

PLEDGOR:

**CONFLUENCE TECHNOLOGIES,
INC., a Delaware corporation**

By: 

Name: Frederick Winston

Title: Chief Financial Officer,
Treasurer and Vice President

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

COLLATERAL AGENT:

GOLUB CAPITAL LLC

By: 

Name: Robert G. Tuhscherer

Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006290 FRAME: 0754

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	TITLE	REGISTRATION NUMBER
Confluence Technologies, Inc.	SYNAPSE	5232483
Confluence Technologies, Inc.	SYNAPSE	5286466
Confluence Technologies, Inc.	UNITY NXT	5203271
Confluence Technologies, Inc.	UNITY FINANCIAL REPORTING	5149723
Confluence Technologies, Inc.	UNITY	5203260
Confluence Technologies, Inc.	EXPECT IT	3702691
Confluence Technologies, Inc.	UNITY	4139316
Confluence Technologies, Inc.	UNITY	3715284
Confluence Technologies, Inc.	DELIVER	3083971
Confluence Technologies, Inc.	CONFLUENCE	2612318
Confluence Technologies, Inc.	Design Only	2525149
Confluence Technologies, Inc.	CONFLUENCE	2562958
Confluence Technologies, Inc.	FUNDSTATION	2575158