

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602885

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
K2 SOFTWARE, INC.		10/14/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD.
Street Address:	UGLAND HOUSE, SOUTH CHURCH STREET
Internal Address:	C/O MAPLES CORPORATE SERVICES LIMITED
City:	GEORGE TOWN
State/Country:	CAYMAN ISLANDS
Postal Code:	KY1-1104
Entity Type:	LIMITED CORPORATION: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4869089	K2
Registration Number:	4642480	APPIT
Registration Number:	3509657	K2 BLACKPEARL
Registration Number:	3603372	K2 CONNECT
Registration Number:	3493488	
Registration Number:	3468834	K2
Registration Number:	3275041	K2
Registration Number:	3464145	SOURCECODE
Registration Number:	3398387	K2

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

TRADEMARK

ATTORNEY DOCKET NUMBER:	74267.024
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	10/14/2020

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of October 14, 2020 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD. (“*TPG*”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of March 30, 2018 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among (i) NINTEX MIDCO LIMITED, a company incorporated in England and Wales (“*Holdings*”), as a Guarantor, (ii) NINTEX ACQUIRECO LIMITED, a company incorporated in England and Wales, as a Borrower, (iii) NINTEX GLOBAL LIMITED, a company incorporated in England and Wales, as a Borrower, (iv) Subsidiaries of Holdings signatory thereto as borrowers or guarantors or thereafter designated as Borrowers or Guarantors pursuant to Section 9.10 of the Credit Agreement, (v) the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and (v) TPG, as Administrative Agent for the Lenders and, as Collateral Agent for the Secured Parties, the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the U.S. Security Pledge Agreement, dated as of March 30, 2018, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a valid and continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants, pledges and collaterally assigns a security interest in all of such Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, together with all common-law rights related thereto, the right to obtain all renewals thereof, all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and all of such Grantor's rights corresponding to any of the foregoing throughout the world (collectively, the "*Trademark Collateral*"), to the Collateral Agent, for the benefit of the Secured Parties, to secure prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that the Trademark Collateral shall not include any "intent-to-use" application for a Trademark registration prior to the filing of a "statement of use" or an "amendment to allege use" with respect thereto, to the extent, if any, and solely during the period, if any, in which the grant of security interest therein would imperil the validity or enforceability of any registration issuing from such intent-to-use application under applicable Federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. In addition, the provisions of Sections 7.7, 7.2, 7.6, 7.8, 7.11, 7.12 and 7.15 of the Security Pledge Agreement are incorporated herein by reference, *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

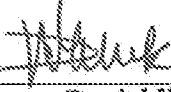
K2 SOFTWARE, INC.,
as a Grantor

By: Keith Fujinaga
Keith Fujinaga (Title: CFO, 2020-1-01)
Name: Keith Fujinaga
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007076 FRAME: 0499

TPG SPECIALTY LENDING EUROPE I
ADVISORS, LTD., as Collateral Agent

By: 
Name: Daniel Wanek
Title: Director

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
K2 Software, Inc.	K2	USA	86/221996	14-Mar-2014	4869089	15-Dec-2015
K2 Software, Inc.	APPIT	USA	86/125356	21-Nov-2013	4642480	18-Nov-2014
K2 Software, Inc.	K2 BLACKPEARL	USA	77/234220	19-Jul-2007	3509657	30-Sep-2008
K2 Software, Inc.	K2 CONNECT	USA	77/234235	19-Jul-2007	3603372	07-Apr-2009
K2 Software, Inc.	4 Blocks Design	USA	77/180266	14-May-2007	3493488	26-Aug-2008
K2 Software, Inc.	K2 and 4 Blocks Design	USA	77/124444	07-Mar-2007	3468834	15-Jul-2008
K2 Software, Inc.	K2	USA	78/923899	06-Jul-2006	3275041	07-Aug-2007
K2 Software, Inc.	SOURCECODE (Stylized)	USA	78/758079	21-Nov-2005	3464145	08-Jul-2008
K2 Software, Inc.	K2	USA	78/537896	23-Dec-2004	3398387	18-Mar-2008