

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624577

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
E2OPEN, LLC		02/04/2021	Limited Liability Company: DELAWARE
INTTRA INC.		02/04/2021	Corporation: DELAWARE
Amber Road, Inc.		02/04/2021	Corporation: DELAWARE
ZYME SOLUTIONS, INC.		02/04/2021	Corporation: DELAWARE
ZYME CCI LLC		02/04/2021	Limited Liability Company: CALIFORNIA
STEELWEDGE SOFTWARE, INC.		02/04/2021	Corporation: CALIFORNIA
AVERETEK LLC		02/04/2021	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Chartered Bank: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	5052889	DECISION GRADE CHANNEL VISIBILITY - SALE
Registration Number:	4932546	THE NEW SMART CHANNEL
Registration Number:	4908882	ZYME
Registration Number:	4908671	TRUEDATA
Registration Number:	4533138	SMARTER CHANNEL MANAGEMENT
Registration Number:	2640753	PROGRAMSPRO
Registration Number:	3856017	STEELWEDGE
Registration Number:	5109537	PLANSTREAMING
Registration Number:	5169835	S
Registration Number:	5517092	HARMONY
Registration Number:	4608029	

CH \$740.00 5052889

Property Type	Number	Word Mark
Registration Number:	4619413	INFINITE INNOVATION
Registration Number:	2698467	
Registration Number:	2719688	E2OPEN
Registration Number:	2687120	E2OPEN
Registration Number:	2696414	E2OPEN
Registration Number:	5565455	C-FAST
Registration Number:	2692242	INTTRA
Registration Number:	4537502	AVERETEK
Registration Number:	5581944	CONTACTAI
Registration Number:	4239095	
Registration Number:	4238691	AMBER ROAD
Registration Number:	4090037	GLOBAL KNOWLEDGE
Registration Number:	5984801	AVANTIDA
Registration Number:	5975480	TMS MADE EASY
Registration Number:	6195658	HARMONY
Registration Number:	2935668	POWERING GLOBAL TRADE
Serial Number:	88415179	CLOUD LOGISTICS
Serial Number:	87530328	HARMONY

CORRESPONDENCE DATA

Fax Number:

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: 2128192511
 Email: iprecordations@whitecase.com
 Correspondent Name: Kate Andes
 Address Line 1: 1221 Avenue of the Americas
 Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 1117200-0276-CM65

NAME OF SUBMITTER: Kate Andes

SIGNATURE: /Kate Andes/

DATE SIGNED: 02/04/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT, dated as of February 4, 2021 (this “Agreement”), among E2open, LLC, a Delaware limited liability company, INTTRA Inc., a Delaware corporation, Amber Road, Inc., a Delaware corporation, Zyme Solutions, Inc., a Delaware corporation, Zyme CCI LLC, a California limited liability company, Steelwedge Software, Inc., a California corporation, Averetek, LLC, a Washington Corporation, (each, a “Grantor” and collectively, the “Grantors”) and GOLDMAN SACHS BANK USA, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain Credit Agreement, dated as of February 4, 2021 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among E2OPEN INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), E2OPEN, LLC, a Delaware limited liability company (the “Borrower”), the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and GOLDMAN SACHS BANK USA, as the administrative agent, and (b) that certain Collateral Agreement, dated as of February 4, 2021 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and/or as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 1. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” or an “Amendment to Allege Use” 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 2. Termination. Subject to Section 5.13 of the Collateral Agreement, at such time as (a) the Commitments shall have expired or been terminated and (b) all Secured Obligations, including the principal of and interest on each Loan and all fees, expenses and other amounts (excluding contingent obligations (other than any such obligations in respect of a Letter of Credit) as to which no claim has been made or which are otherwise not due) payable under any Loan Document, any Secured Swap Obligation and any Secured Cash Management Obligation, shall have been paid in full in cash and all Letters of Credit shall have expired or been terminated and all LC Disbursements shall have been fully reimbursed, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section 2 shall be without recourse or warranty by the Collateral Agent or any other Secured Party.

SECTION 3. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

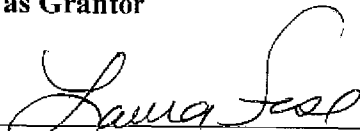
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

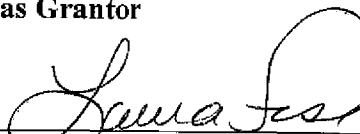
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**E2OPEN, LLC,
INTRA INC.,
AMBER ROAD, INC.,
Each as Grantor**

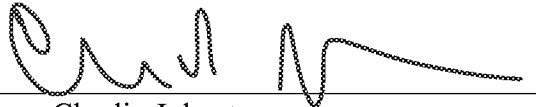
By: 
Name: Laura Fese
Title: Vice President and Secretary

**ZYME SOLUTIONS, INC.,
ZYME CCI LLC,
STEELWEDGE SOFTWARE, INC.,
AVERETEK, LLC,
Each as Grantor**

By: 
Name: Laura Fese
Title: Secretary

[Signature Page to Trademark Security Agreement]

GOLDMAN SACHS BANK USA, as
Collateral Agent

By 

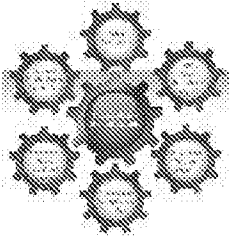



Name: Charlie Johnston

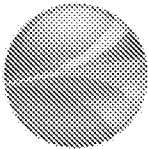
Title: Authorized Signatory

Schedule I

TRADEMARKS

Trademark Registrations

MARK NAME	APPLICATION NO.	FILED	REGISTRATION NO	REGISTERED	OWNER
	86/779,846	10/6/2015	5,052,889	10/4/2016	Zyme Solutions, Inc.
The New Smart Channel	86/779,788	10/6/2015	4,932,546	4/5/2016	Zyme Solutions, Inc.
Zyme	86/779,763	10/6/2015	4,908,882	3/1/2016	Zyme Solutions, Inc.
TrueData	86/708,748	7/29/2015	4,908,671	3/1/2016	Zyme Solutions, Inc.
Smarter Channel Management	86/071,840	9/23/2013	4,533,138	5/20/2014	Zyme Solutions, Inc.
ProgramsPro	76/218,968	3/1/2001	2,640,753	10/22/2002	Zyme CCI LLC
STEELWEDGE	77/906,624	1/7/2010	3,856,017	10/5/2010	Steelwedge Software, Inc.
PLANSTREAMING	87/043,324	5/19/2016	5,109,537	12/27/16	Steelwedge Software, Inc.
	87/062,899	6/7/2016	5,169,835	3/28/2017	Steelwedge Software, Inc.
HARMONY	87/530,360	7/17/2017	5,517,092	7/17/2018	E2open, LLC
	85/836,892	1/30/2013	4,608,029	9/23/2014	E2open, LLC
INFINITE INNOVATION	85/836,949	1/30/2013	4,619,413	10/14/2014	E2open, LLC
	76/218,355	2/28/2001	2,698,467	3/18/2003	E2open, LLC (f/k/a E2open, Inc.)

MARK NAME	APPLICATION NO.	FILED	REGISTRATION NO	REGISTERED	OWNER
E2OPEN	76/049,750	5/16/2000	2,719,688	5/27/2003	E2open, LLC (f/k/a E2open, Inc.)
E2OPEN	76/108,798	8/11/2000	2,687,120	2/11/2003	E2open, LLC (f/k/a E2open, Inc.)
 E2OPEN	76/218,354	2/28/2002	2,696,414	3/11/2003	E2open, LLC (f/k/a E2open, Inc.)
C-FAST	87/791794	2/9/2018	5,565,455	9/18/2018	INTTRA Inc.
INTTRA	76/249376	5/2/2001	2,692,242	3/4/2003	INTTRA Inc.
Averetek	86093240	10/16/2013	4,537,502	5/27/2014	Averetek, LLC
Contact AI	87555336	8/3/2017	5,581,944	10/9/2018	Averetek, LLC
AMBER circle design 	85/454,673	10/24/2011	4,239,095	11/06/2012	Amber Road, Inc.
AMBER ROAD	85/374,639	7/19/2011	4,238,691	11/06/2012	Amber Road, Inc.
GLOBAL KNOWLEDGE	85/261,342	3/08/2011	4,090,037	01/24/2012	Amber Road, Inc.
AVANTIDA	87/435159	5/3/2017	5,984,801	2/11/2020	INTTRA Inc.
TMS MADE EASY	88/415171	5/3/2019	5,975,480	2/4/2020	E2open, LLC
HARMONY	87/982813	7/17/2017	6,195,658	11/10/2020	E2open, LLC
POWERING GLOBAL TRADE	76/230239	3/26/2001	2,935,668	3/29/2005	Amber Road, Inc.

Trademark Applications

MARK NAME	APPLICATION NO.	FILED	CLASSES	OWNER
CLOUD LOGISTICS	88/415179	5/3/2019	35, 42	E2open, LLC
HARMONY	87/530328	7/17/2017	35, 38	E2open, LLC