OP \$290.00 5991926

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM643869

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DMT Solutions Global Corporation		04/30/2021	Corporation: DELAWARE
BCC Software, LLC		04/30/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch	
Street Address:	60 Wall Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10005	
Entity Type:	Bank: GERMANY	

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5991926	BLUECREST
Registration Number:	5992755	BLUECREST
Registration Number:	6003386	BLUECREST
Registration Number:	6004250	BLUECREST
Registration Number:	6284648	EVOLUTION
Registration Number:	5932188	GODATA
Registration Number:	5680086	DATAVOLVE
Registration Number:	5303556	INTEGRATEC
Registration Number:	5298348	
Registration Number:	5214637	LENS
Registration Number:	3351892	TRACK N TRACE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: james.murray@wolterskluwer.com, ECarrera@cahill.com

TRADEMARK
REEL: 007277 FRAME: 0683

900613912

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	05/03/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2021, made by each of the undersigned grantors (individually, a "<u>Grantor</u>", and, collectively, the "<u>Grantors</u>"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as Collateral Agent (the "<u>Collateral Agent</u>").

WITNESSETH:

WHEREAS, the Grantors are party to that certain U.S. Security Agreement, dated as of July 2, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement (this "Trademark Security Agreement");

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
- SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:
- (a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office ("PTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO):
 - (b) all goodwill associated with such Marks; 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 Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks 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. <u>Termination</u>. Upon the occurrence of the Termination Date and termination of the Security Agreement, 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 Marks under this Trademark Security Agreement.
- SECTION 5. <u>Counterparts</u>. 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.
- SECTION 6. 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.

SECTION 7. <u>Intercreditor Agreement</u>. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

[signature page follows]

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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.

Very truly yours,

DMT SOLUTIONS GLOBAL CORPORATION

BCC SOFTWARE, LLC,

each as a Grantor

Name: Mary Ann Sigler

Title: Vice President and Treasurer

As Vice President and Treasurer of each of the above entities and, in such capacity, intending by this signature to legally bind each of the above entities

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,

as Collateral Agent

Name:Philip Tancorra
Title: Vice President
philip.tancorra@db.com
212-250-6576

By:

Name: Title:

Michael Strobel Vice President

michael-p.strobel@db.com

212-250-0939

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
DMT SOLUTIONS GLOBAL CORPORATION	5991926	BLUECREST
DMT SOLUTIONS GLOBAL CORPORATION	5992755	BLUECREST
DMT SOLUTIONS GLOBAL CORPORATION	6003386	BLUECREST & Design
DMT SOLUTIONS GLOBAL CORPORATION	6004250	BLUECREST & Design
DMT SOLUTIONS GLOBAL CORPORATION	6284648	EVOLUTION
BCC SOFTWARE, LLC	5932188	GODATA
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BCC SOFTWARE, LLC	5303556	INTEGRATEC
BCC SOFTWARE, LLC	5298348	
BCC SOFTWARE, LLC	5214637	LENS
BCC SOFTWARE, LLC	3351892	TRACK N TRACE

Trademark Applications:

None.

LEGAL02/40208438v3

RECORDED: 05/03/2021