

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7715367

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the NAME OF THE RECEIVING PARTY previously recorded on Reel 060426 Frame 0652. Assignor(s) hereby confirms the SECURITY INTEREST.
RESUBMIT DOCUMENT ID:	507561908

CONVEYING PARTY DATA

Name	Execution Date
WORKSOFT MIDCO, LLC	07/01/2022
WORKSOFT, INC.	07/01/2022
TRIPOD TECHNOLOGIES LLC	07/01/2022
EUREQA, LLC	07/01/2022

RECEIVING PARTY DATA

Name:	TORONTO DOMINION (TEXAS) LLC
Street Address:	1 VANDERBILT AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	7600220
Patent Number:	8141043
Patent Number:	7917896
Patent Number:	8296736
Patent Number:	8997053
Patent Number:	9772929

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: 714.668.6200

Email: johnkline@paulhastings.com

Correspondent Name: JOHN KLINE

Address Line 1: 695 TOWN CENTER DRIVE

Address Line 2: SEVENTEENTH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

PATENT

NAME OF SUBMITTER:	JOHN KLINE
SIGNATURE:	/s/ John Kline
DATE SIGNED:	12/28/2022
Total Attachments: 11 source=060426-0652#page1.tif source=060426-0652#page2.tif source=060426-0652#page3.tif source=060426-0652#page4.tif source=060426-0652#page5.tif source=060426-0652#page6.tif source=060426-0652#page7.tif source=060426-0652#page8.tif source=060426-0652#page9.tif source=060426-0652#page10.tif source=060426-0652#page11.tif	

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7414103

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WORKSOFT MIDCO, LLC	07/01/2022
WORKSOFT, INC.	07/01/2022
TRIPOD TECHNOLOGIES LLC	07/01/2022
EUREQA, LLC	07/01/2022
RECEIVING PARTY DATA	
Name:	TORONTO DOMINION {TEXAS} LLC
Street Address:	1 VANDERBILT AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7600220
Patent Number:	8141043
Patent Number:	7917896
Patent Number:	8296736
Patent Number:	8997053
Patent Number:	9772929
CORRESPONDENCE DATA	
Fax Number:	
<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:	714.668.6200
Email:	johnkline@paulhastings.com
Correspondent Name:	JOHN KLINE
Address Line 1:	695 TOWN CENTER DRIVE
Address Line 2:	SEVENTEENTH FLOOR
Address Line 4:	COSTA MESA, CALIFORNIA 92626
NAME OF SUBMITTER:	JOHN KLINE
SIGNATURE:	/s/ John Kline

PATENT

DATE SIGNED:	07/01/2022
--------------	------------

Total Attachments: 9

source=TD_Worksoft - Intellectual Property Security Agreement [Executed](164151197_1)#page1.tif
source=TD_Worksoft - Intellectual Property Security Agreement [Executed](164151197_1)#page2.tif
source=TD_Worksoft - Intellectual Property Security Agreement [Executed](164151197_1)#page3.tif
source=TD_Worksoft - Intellectual Property Security Agreement [Executed](164151197_1)#page4.tif
source=TD_Worksoft - Intellectual Property Security Agreement [Executed](164151197_1)#page5.tif
source=TD_Worksoft - Intellectual Property Security Agreement [Executed](164151197_1)#page6.tif
source=TD_Worksoft - Intellectual Property Security Agreement [Executed](164151197_1)#page7.tif
source=TD_Worksoft - Intellectual Property Security Agreement [Executed](164151197_1)#page8.tif
source=TD_Worksoft - Intellectual Property Security Agreement [Executed](164151197_1)#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “**IP Security Agreement**”), is made by each of the signatories hereto (collectively, the “**Grantors**”) in favor of TORONTO DOMINION (TEXAS) LLC, as administrative agent and collateral agent (together with its successors in such capacity, the “**Administrative Agent**”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, WORKSOFT MIDCO, LLC, a Delaware limited liability company (“**Holdings**”), WORKSOFT, INC., a Delaware corporation (the “**Borrower**”), have entered into the Credit Agreement dated as of July 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “**Credit Agreement**”), with the several institutions or entities from time to time party thereto as lenders and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement dated as of July 1, 2022 in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “**Guarantee and Collateral Agreement**”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of itself and the other Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the benefit of itself and the other Secured Parties, as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the benefit of itself and the other Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (in each case, excluding Excluded Assets) (the “**IP Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as

defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“**Copyrights**”);

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (to the extent applicable, as defined in the Guarantee and Collateral Agreement) of any of the property described in (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above;

(c) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, designs, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “**Trademarks**”);

(d) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (to the extent applicable, as defined in the Guarantee and Collateral Agreement) of any of the property described in (c) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (c) above;

(e) (i) all United States and foreign patents, and patent applications, including each issued patent and patent application identified in Schedule 3, all certificates of invention and all registrations, and pending applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof (collectively, the “**Patents**”); and

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (to the extent applicable, as defined in the Guarantee and Collateral Agreement) of any of the property described in (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (e) above.

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of the United States Copyright Office and Commissioner of the United States Patent and Trademark Office record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7 Intercreditor Arrangements Govern. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of itself and the other Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, may be subject to intercreditor arrangements entered into in accordance with the Credit Agreement. In the event of any conflict or inconsistency between the provisions of such intercreditor arrangements and this Agreement, the terms of the definitive documentation governing any such intercreditor arrangements shall govern.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

WORKSOFT MIDCO, LLC,

as a Grantor

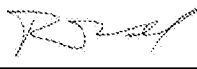
By: 

Name: Ryan Wald

Title: President

WORKSOFT, INC.,

as a Grantor

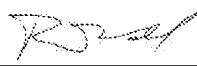
By: 

Name: Ryan Wald

Title: Vice President

TRIPOD TECHNOLOGIES

LLC, as a Grantor

By: 

Name: Ryan Wald

Title: Vice President

EUREQA, LLC,

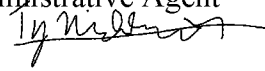
as a Grantor

By: 

Name: Ryan Wald

Title: Vice President

TORONTO DOMINION (TEXAS) LLC,
as Administrative Agent

By: 
Name: Tyrone Nicholson
Title: Authorized Signatory

Schedule 1

COPYRIGHT REGISTRATIONS AND APPLICATIONS

eureQa Testing Platform, Registration Number TX 8-165-231. Effective date of registration: March 15, 2016

Schedule 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Registration No.	Registration Date	Mark	Mark Name
Worksoft, Inc.	4,925,749	03-29-2016	WORKSOFT ANALYZE	WORKSOFT ANALYZE
Worksoft, Inc.	2,426,666	02-06-2001	WORKSOFT	WORKSOFT
Worksoft, Inc.	5,266,148	08-15-2017	WORKSOFT CERTIFY	WORKSOFT CERTIFY
Worksoft, Inc.	TMA819775	03-13-2012	WORKSOFT CERTIFY	WORKSOFT CERTIFY
Worksoft, Inc.	TMA760562	03-01-2010		WORKSOFT CANADA
Eureqa, LLC	011992658	02/02/2014	EUREQA	EUREQA
Eureqa, LLC	UK00911992658	02/03/2014	EUREQA	EUREQA

Schedule 3

PATENTS AND PATENT APPLICATIONS

CTRY	SERIAL NO.	PATENT NO.	FILED	STATUS	TITLE	NEXT UPCOMING ACTION AND DUE DATE
US	11/033,361	7,600,220	1/11/2005	Issued	EXTENSIBLE EXECUTION LANGUAGE	3rd Maintenance Fee 4/6/2021
US	11/781,701	8,141,043	7/23/2007	Issued	AUTOMATED BUSINESS PROCESS TESTING THAT SPANS MULTIPLE PLATFORMS OR APPLICATIONS	Final Maintenance Fee – 1st Deadline 9/20/2023
US	12/572,738	7,917,896	10/2/2009	Issued	EXTENSIBLE EXECUTION LANGUAGE	Final Maintenance Fee – 1st Deadline 9/29/2022
CA	2694303	2,694,303	7/17/2008	Issued	EXTENSIBLE EXECUTION LANGUAGE	Maintenance Fee 7/17/2022
US	13/417,597	8,296,736	3/12/2012	Issued	AUTOMATED BUSINESS PROCESS TESTING THAT SPANS MULTIPLE PLATFORMS OR APPLICATIONS	Final Maintenance Fee – 1st Deadline 4/23/2024
US	13/006,759	8,997,053	1/14/2011	Issued	SYSTEM AND METHOD FOR AUTOMATED TESTING OF SOFTWARE APPLICATIONS WITH DYNAMIC USER INTERFACES SPANNING MULTIPLE TECHNOLOGIES	2nd Maintenance Fee – 1st Deadline 9/30/2022
US	14/675,155	9,772,929	3/31/2015	Published	SYSTEM AND METHOD FOR AUTOMATED TESTING OF SOFTWARE APPLICATIONS	2nd Maintenance Fee – 1st Deadline 3/26/2025

CTRY	SERIAL NO.	PATENT NO.	FILED	STATUS	TITLE	NEXT UPCOMING ACTION AND DUE DATE
					WITH DYNAMIC USER INTERFACES SPANNING MULTIPLE TECHNOLOGIES	
DE	11 2016 003 484.9	N/A	5/10/2016	Pending	SYSTEM AND METHOD FOR BUSINESS PROCESS MULTIPLE VARIANT VIEW	Annuity Due 5/10/2022
GB	1801046.2	N/A	5/10/2016	Pending	SYSTEM AND METHOD FOR BUSINESS PROCESS MULTIPLE VARIANT VIEW	Annuity Due 6/23/2021