

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aurea Software, Inc.		03/30/2018	Corporation: DELAWARE
Aurea Energy Solutions, Inc.		03/30/2018	Corporation: DELAWARE
Exinda Inc.		03/30/2018	Corporation: DELAWARE
Kerio Technologies Inc.		03/30/2018	Corporation: DELAWARE
Nextdocs Corporation		03/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn, Floor L2, Suite IL1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	2645867	EC POWER	
Registration Number:	2714938	EC POWER	
Registration Number:	4492073	AUREA SOFTWARE	
Registration Number:	4484192	AUREA	
Registration Number:	2825494	ACTIONAL	
Registration Number:	3479130	SONIC	
Registration Number:	3479132	SONIC	
Registration Number:	2482552	SONICMQ	
Registration Number:	2799524	DYNAMIC ROUTING ARCHITECTURE	
Registration Number:	2853725	SONIC ESB	
Registration Number:	3382861	DATAXTEND	
Registration Number:	3234810	DATAXTEND	
Registration Number:	3479133	SONIC	
Registration Number:	5407383	SAVVION	
Registration Number:	4582785	EXINDA	

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Property Type	Number	Word Mark
Registration Number:	4805101	EXINDA NETWORK ORCHESTRATOR
Registration Number:	5077304	QX BOOST
Registration Number:	4754719	KERIO
Registration Number:	2675192	KERIO
Registration Number:	4107676	NEXTDOCS

CORRESPONDENCE DATA

Fax Number: 2127288111

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: 212 728 8000

Email: ipdept@willkie.com

Correspondent Name: Brandon Coyle c/o Willkie Farr & Gallagher

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	125180.00002 BRC
NAME OF SUBMITTER:	Brandon R. Coyle
SIGNATURE:	/brandonrcoyle/
DATE SIGNED:	03/30/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, waived or otherwise modified from time to time) (this "Agreement"), dated as of March 30, 2018, between Aurea Software, Inc., a Delaware corporation (the "Borrower"), each subsidiary of the Borrower party hereto (together with the Borrower, each a "Grantor", and collectively, the "Grantors") and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the Lenders (defined below).

Reference is made to (a) the Pledge and Security Agreement, dated as of March 30, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") among the Borrower, each subsidiary of the Borrower party thereto (together with any additional entities that become parties to the Security Agreement) and the Administrative Agent and (b) the Credit Agreement dated as of March 30, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Lenders"), the Administrative Agent and the other financial institutions named therein.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and to secure the Secured Obligations.

Accordingly the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.4 of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and its assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof

(except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent to use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first written above,

AUREA SOFTWARE, INC., as a Grantor

By: A SP.
Name: Andrew S. Price
Title: CFO

AUREA ENERGY SOLUTIONS, INC., as a Grantor

By: A SP.
Name: Andrew S. Price
Title: CFO

EXINDA INC., as a Grantor

By: A SP.
Name: Andrew S. Price
Title: CFO

KERIO TECHNOLOGIES INC., as a Grantor

By: A SP.
Name: Andrew S. Price
Title: CFO

NEXTDOCS CORPORATION, as a Grantor

By: 

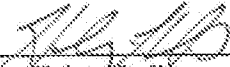
Name: Andrew S. Price

Title: CFO

[Signature Page to Trademark Security Agreement]

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JPMORGAN CHASE BANK, N.A., as the
Administrative Agent

By: 
Name: Haley Heslip
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

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SCHEDULE I

Trademark Applications and Registrations

Trademark Applications/Trademark Registrations:

1. Aurea Energy Solutions, Inc.

Mark	Country	Application Number	Registration Number
EC POWER	United States	78/084,196	2645867
EC POWER	United States	76/114,827	2714938

2. Aurea Software, Inc.

Mark	Country	Application Number	Registration Number
AUREA SOFTWARE	United States	85/748,930	4,492,073
AUREA	United States	85/952,789	4,484,192
ACTIONAL	United States	76/058,851	2,825,494
SONIC	United States	77/216,930	3,479,130
SONIC	United States	77/216,995	3,479,132
SONICMQ	United States	78/031,941	2,482,552
DYNAMIC ROUTING ARCHITECTURE	United States	78/078,019	2,799,524
SONIC ESB	United States	78/248,289	2,853,725
DATAXTEND	United States	78/624,050	3,382,861
DATAXTEND	United States	78/624,473	3,234,810

SONIC	United States	77/217,000	3,479,133
SAVVION	United States	87/550,113	5,407,383

3. Exinda Inc.

Mark	Country	Application Number	Registration Number
EXINDA	United States	85/943,943	4582785
EXINDA NETWORK ORCHESTRATOR	United States	86/301,157	4805101
QX BOOST	United States	86/954,573	5077304

4. Kerio Technologies Inc.

Mark	Country	Application Number	Registration Number
KERIO	United States	86/368,406	4,754,719
KERIO	United States	78/110,025	2,675,192
KERIO	United States	1174994	1174994

5. NextDocs Corporation

Mark	Country	Application Number	Registration Number
NEXTDOCS	United States	85/219,929	4107676