

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MessageOne, LLC		07/02/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2, Suite IL 1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4331493	LYRIS	
Registration Number:	3915548	LYRIS	
Registration Number:	3017758	MESSAGEONE	
Registration Number:	3207314	ALERTFIND	
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:	212-728-8000		
Email:	IPDept@willkie.com		
Correspondent Name:	Spencer Simon		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	125180.2		
NAME OF SUBMITTER:	Spencer Simon		
SIGNATURE:	/Spencer Simon/		
DATE SIGNED:	07/02/2020		

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Total Attachments: 5

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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 July 2, 2020, between MessageOne, LLC, a Delaware limited liability company (the "New Grantor") and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the Lenders (defined below).

Aurea Software, Inc., a Delaware corporation (the "Borrower"), entered into that certain Pledge and Security Agreement, dated as of March 30, 2018 (as further amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), with the other subsidiaries of the Borrower party thereto (together with the Borrower, the "Grantors" and each a "Grantor") in favor of the Administrative Agent.

The New Grantor will derive substantial benefits and is willing to execute and deliver this Agreement in order to secure the Secured Obligations.

Concurrently with the delivery of this Agreement, the New Grantor is delivering to the Administrative Agent (a) the Security Agreement Supplement, dated as of July 1, 2020 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement Supplement") among the New Grantor and the Administrative Agent and (b) the Joinder Agreement, dated as of July 1, 2020, between the New Grantor, as the New Subsidiary, and the Administrative Agent (the "Joinder Agreement").

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, the New 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 the New Grantor or in which the New 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

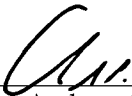
(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

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. The New 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.

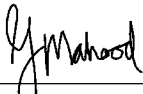
SECTION 4. *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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

MESSAGEONE, LLC, as the New Grantor


By: 
Name: Andrew S. Price
Title: Chief Financial Officer

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

By: 
Name: Grace Mahood
Title: Authorized Signatory

SCHEDULE I

Trademark Applications and Registrations

Grantor	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
MessageOne, LLC		85715427	28-AUG-2012	4331493	07-MAY-2013
MessageOne, LLC	LYRIS	77758362	12-JUN-2009	3915548	08-FEB-2011
MessageOne, LLC	MESSAGEONE	78483270	14-SEP-2004	3017758	22-NOV-2005
MessageOne, LLC	ALERTFIND	78386903	18-MAR-2004	3207314	13-FEB-2007