

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNGARD AS NEW HOLDINGS III, LLC		08/18/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Collateral Agent		
Street Address:	Two Tower Center Boulevard		
City:	East Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08816		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5765064	TRANSFORMING IT FOR RESILIENT BUSINESS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
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:	Corenda Gaines		
SIGNATURE:	/Corenda Gaines/		
DATE SIGNED:	08/19/2020		
Total Attachments: 7			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SUNGARD AS NEW HOLDINGS III, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other LLC

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 18, 2020

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC Bank, National Association, as Collateral Agent

Street Address: Two Tower Center Boulevard

City: East Brunswick

State: New Jersey

Country: USA Zip: 08816

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) Text

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corenda Gaines

Internal Address: c/o Hahn & Hessen LLP

Street Address: 468 Madison Avenue

City: New York

State: New York Zip: 10022

Phone Number: 212-478-7200

Docket Number: _____

Email Address: cgaines@hahnhausen.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

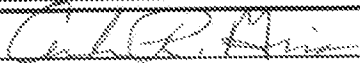
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

August 19, 2020

Date

Corenda R. Gaines

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

INTELLECTUAL PROPERTY SECURITY INTEREST AGREEMENT

This INTELLECTUAL PROPERTY SECURITY INTEREST AGREEMENT (this “**Agreement**”), is dated as of August 18, 2020, and made by and among SUNGARD AS NEW HOLDINGS III, LLC (the “**Company**”), SUNGARD AS NEW HOLDINGS II, LLC, SUNGARD AVAILABILITY SERVICES, LP (collectively, “**Grantors**”) and PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent (in such capacity and together with its successors and assigns, in such capacity, the “**Collateral Agent**”, and together with Grantors, the “**Parties**”).

WHEREAS, the Parties and certain subsidiaries of the Company are party to that certain Revolving Credit Agreement dated as of August 6, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, the Parties and certain subsidiaries of the Company have entered into that certain Intellectual Property Security Agreement dated August 6, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), pursuant to which Grantors have assigned and pledged to Collateral Agent a Security Interest in certain Collateral; and

WHEREAS, in accordance with and subject to the IP Security Agreement, Grantors are executing and delivering to Collateral Agent this Agreement for recordal in the United States Patent and Trademark Office and other government offices as desired by Collateral Agent.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree and confirm as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, shall have the meanings provided or provided by reference in the IP Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and 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 Collateral 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, including all (i) Copyrights, Trademarks (together with all the goodwill associated therewith), Patents, Licenses, and other Intellectual Property, as set forth in **Schedule A**, attached hereto, (ii) applications and registrations therefor, as set forth in **Schedule A**, attached hereto, and (iii) all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing. The security interest granted hereby has been granted to Collateral Agent in connection with the IP Security Agreement and the present Agreement is expressly subject to the terms and conditions thereof. The IP Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office, the United States Copyright Office or any other offices as desired by Collateral Agent. The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or the United States Copyright Office (or any successor office) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by the Grantors, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 4. Acknowledgment. Grantors hereby further acknowledge and affirm that the rights and remedies of Collateral Agent or any other persons with respect to the security interest in the Collateral granted hereby are more fully set forth in the IP Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the IP Security Agreement, the terms of the IP Security Agreement shall govern. Nothing herein is intended to impact the parties' rights and obligations as set forth in the IP Security Agreement.

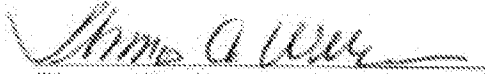
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow.]

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


SUNGARD AS NEW HOLDINGS II, LLC.

By: 
Name: Thomas Wellman
Title: Vice President, Chief Accounting
Officer & Treasurer

SUNGARD AS NEW HOLDINGS III, LLC.

By: 
Name: Thomas Wellman
Title: Vice President, Chief Accounting
Officer & Treasurer

SUNGARD AVAILABILITY SERVICES, LP.



By: 
Name: Thomas Wellman
Title: Vice President, Chief Accounting
Officer & Treasurer

PNC BANK, NATIONAL ASSOCIATION, as
Collateral Agent

By: Matthew Leighton
Name: Matthew Leighton
Title: Vice President

SCHEDULE A

Trademarks

Loan Party	Registered Owner	Mark	Registration/ Application Number	Jurisdiction	Status
Sungard AS New Holdings III, LLC	Sungard AS New Holdings III, LLC	IT FOR BUSINESS THAT NEVER STOPS	1813655 TMA1012133	Canada	Registered
Sungard AS New Holdings III, LLC	Sungard AS New Holdings III, LLC	TAME THE BEAR	1813654 TMA1012132	Canada	Registered
Sungard AS New Holdings III, LLC	Sungard AS New Holdings III, LLC	TRANSFORMING IT FOR RESILIENT BUSINESS	5765064	United States	Registered
Sungard AS New Holdings III, LLC	Sungard AS New Holdings III, LLC	TRANSFORMING IT FOR RESILIENT BUSINESS	1895744	Canada	Formalized
Sungard AS New Holdings III, LLC	Sungard AS New Holdings III, LLC	SUNGARD AVAILABILITY SERVICES Design (colour) 	1699710 TMA995088	Canada	Registered
Sungard AS New Holdings III, LLC	Sungard AS New Holdings III, LLC	SUNGARD AVAILABILITY SERVICES Design (black and white) 	1699711 TMA951474	Canada	Registered

Patents

Loan Party	Title	Application #	Jurisdiction	Patent #
Sungard Availability Services, LP	AUTOMATED DISASTER RECOVERY TEST VERIFICATION	16/896,064	United States	Filed (Unpublished)
Sungard Availability Services, LP	UNIFIED TEST AUTOMATION SYSTEM	15/933,615	United States	Filed (Unpublished)
Sungard Availability Services, LP	NETWORK TOPOLOGY-AWARE RECOVERY AUTOMATION	2804619	Canada	Pending
Sungard Availability Services, LP	RECOVERY EXECUTION SYSTEM USING PROGRAMMATIC GENERATION OF ACTIONABLE WORKFLOWS	2973896	Canada	Issued
Sungard Availability Services, LP	GENERIC TEST FRAMEWORK FOR SERVICE INTERFACES	15013176	United States	10439887
Sungard Availability Services, LP	AUTOMATED CHECK FOR TICKET STATUS OF MERGED CODE	16/577,479	United States	Filed (Unpublished)
Sungard Availability Services, LP	RECOVERY MATURITY INDEX (RMI) - BASED CONTROL OF DISASTER RECOVERY	62/922,239	United States	Filed (Unpublished)
Sungard Availability Services, LP	AVAILABILITY FACTOR (AFACOR) BASED AUTOMATION SYSTEM	US2020014104	PCT	Pending
Sungard Availability Services, LP	UNIFIED REPLICATION AND RECOVERY	18864709.3	European Patent Office	Pending
Sungard Availability Services, LP	DYNAMIC RESOURCE ALLOCATION IN RECOVER TO CLOUD SANDBOX	2793245	Canada	2793245
Sungard Availability Services, LP	PRIVATE CLOUD REPLICATION AND RECOVERY	2810570	Canada	2810570