

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM613250

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CaseWare International Inc.		12/08/2020	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HPS Investment Partners, LLC, as Collateral Agent		
<b>Street Address:</b>	40 West 57th Street		
<b>Internal Address:</b>	33rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4431379	IDEA SERVER	
<b>Registration Number:</b>	4323266	CW	
<b>Registration Number:</b>	3405444	OE OPEN ENGAGEMENT	
<b>Registration Number:</b>	2572435	CASEWARE	
<b>Registration Number:</b>	2423582	IDEA	
<b>Registration Number:</b>	1899603	GREENWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			
<b>Phone:</b>	2129061216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	050485-0124		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/ Angela M. Amaru		

CH \$165.00 4431379

<b>DATE SIGNED:</b>	12/09/2020
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**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement dated as of December 8, 2020 (this “Trademark Security Agreement”), is made by CaseWare International Inc., an Ontario corporation (the “Pledgor”) in favor of HPS Investment Partners, LLC, as collateral agent for the Secured Parties (in such capacity and together with any successors in such capacity, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of December 7, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Chromium Bidco Holdings Limited, a corporation existing under the laws of British Columbia (“Initial Borrower”), as initial borrower, Chromium Intermediateco Holdings Limited, a corporation existing under the laws of British Columbia (“Holdings”), as Holdings, the other guarantors from time to time party thereto, the lenders from time to time party thereto and HPS Investment Partners, LLC, as Administrative Agent.

**W I T N E S S E T H:**

WHEREAS, reference is made to that Canadian Security Agreement, dated as of December 8, 2020 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), made by, among others, the Pledgor in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, but in each case excluding any Excluded Property (collectively, the “Trademark Collateral”):

- (a) all Trademarks of the Pledgor, including, without limitation, the United States registered Trademarks and applications for United States Trademark registration in each case registered with USPTO, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; 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 the Pledgor hereby acknowledges and

affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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. Termination. Upon the Termination of Secured Obligations or as otherwise provided in the Security Agreement, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by the Pledgor, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. 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. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means (including as a PDF) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Requirement of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 7. 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 AND ENFORCED 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.**

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IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CASEWARE INTERNATIONAL INC.,**  
as Pledgor

By:           *Matt J Dodds*            
Name: Matthew Dodds  
Title: Chief Executive Officer

Accepted and Agreed:

**HPS INVESTMENT PARTNERS, LLC,**  
as Collateral Agent

By: \_\_\_\_\_

  
Name: Colbert Cannon  
Title: Managing Director



[Signature Page to U.S. Trademark Security Agreement (Project Chromium)]

**TRADEMARK**  
**REEL: 007127 FRAME: 0473**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

<u>REGISTERED OWNER</u>	<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>STATUS</u>
CaseWare International Inc.	<b>IDEA SERVER</b>  IDEA SERVER	4431379	Registered
CaseWare International Inc.	<b>CW</b> 	4323266	Registered
CaseWare International Inc.	<b>OE OPEN ENGAGEMENT</b> 	3405444	Registered (renewed)
CaseWare International Inc.	<b>CASEWARE</b>	2572435	Registered (renewed)
CaseWare International Inc.	<b>IDEA</b>	2423582	Registered (renewed)
CaseWare International Inc.	<b>GREENWARE</b>	1899603	Registered (renewed)

United States Trademark Applications:

None.