

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM643505

<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>
CranSoft, LLC		04/30/2021	Limited Liability Company: VIRGINIA
BackOffice Associates, LLC		04/30/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALTER DOMUS (US) LLC, as Collateral Agent		
<b>Street Address:</b>	225 Washington St.		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6108840	SYNITI	
<b>Registration Number:</b>	4849109	DSP	
<b>Registration Number:</b>	4069709	BACK OFFICE ASSOCIATES	
<b>Registration Number:</b>	4025296	ERP2	
<b>Registration Number:</b>	3957891	DBMOTO	
<b>Registration Number:</b>	3439364	BACKOFFICE ASSOCIATES	
<b>Registration Number:</b>	3651688	CRANSOFT	
<b>Registration Number:</b>	3049471	DATADIALYSIS	
<b>Registration Number:</b>	3039079	BORING GO LIVE	
<b>Registration Number:</b>	2927294	DATAGARAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212.940.6562		
<b>Email:</b>	joanne.arnold@katten.com		
<b>Correspondent Name:</b>	Joanne BL Arnold		

CH \$265.00 6108840

**Address Line 1:** Katten  
**Address Line 2:** 575 Madison Avenue  
**Address Line 4:** New York, NEW YORK 10022-2585

**NAME OF SUBMITTER:** Joanne BL Arnold

**SIGNATURE:** /Joanne BL Arnold/

**DATE SIGNED:** 04/30/2021

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2021 (this "Agreement"), among BACKOFFICE ASSOCIATES, LLC and CRANSOFT, LLC (each, a "Grantor", and together, the "Grantors") and ALTER DOMUS (US) LLC, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain Credit Agreement, dated as of April 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among BGP BRAVO HOLDINGS, LLC ("Holdings"), BACKOFFICE ASSOCIATES HOLDINGS, LLC (the "Borrower"), the Lenders party thereto from time to time and ALTER DOMUS (US) LLC, as the administrative agent, and (b) that certain Security Agreement, dated as of April 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to make Loans to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and/or as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 1. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of such Grantor's business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

SECTION 2. Termination. Subject to Section 5.13 of the Security Agreement, at such time as (a) the Commitments shall have expired or been terminated and (b) all Secured Obligations, including the principal of and interest on each Loan and all fees, expenses and other amounts

(excluding contingent obligations as to which no claim has been made or which are otherwise not due) payable under any Loan Document and any Secured Swap Obligation shall have been paid in full in cash, the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section 2 shall be without recourse or warranty by the Collateral Agent or any other Secured Party.

SECTION 3. Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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.

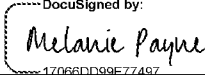
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

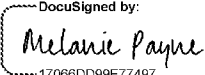
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**BACKOFFICE ASSOCIATES, LLC, as Grantor**

By: DocuSigned by:  
  
\_\_\_\_\_  
17066DD99E77497  
Name: Melanie Payne  
Title: Chief Financial Officer

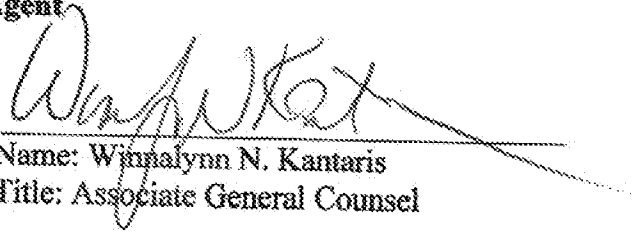
**CRANSOFT, LLC, as Grantor**

By: DocuSigned by:  
  
\_\_\_\_\_  
17066DD99E77497  
Name: Melanie Payne  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**ALTER DOMUS (US) LLC, as Collateral  
Agent**

By:



  
Name: Wynalynn N. Kantaris  
Title: Associate General Counsel

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 007275 FRAME: 0924**

## Schedule I

**TRADEMARKS**Trademark Registrations and Applications

Mark	App. No.	App. Date	Reg. No.	Status of Mark	Owner/Applicant	Jurisdiction
SYNITI	88390281	4/17/19	6108840	Registered	BACKOFFICE ASSOCIATES, LLC	US
	86380718	8/29/14	4849109	Registered	BACKOFFICE ASSOCIATES, LLC	US
	85181638	11/19/10	4069709	Registered Partial Section 2(F)	BACKOFFICE ASSOCIATES, LLC	US
ERP <sup>2</sup>	85181678	11/19/10	4025296	Registered	BACKOFFICE ASSOCIATES, LLC	US
DBMOTO	85176768	11/15/10	3957891	Registered	BACKOFFICE ASSOCIATES, LLC	US
BACKOFFICE ASSOCIATES	77175141	5/8/07	3439364	Registered	BACKOFFICE ASSOCIATES, LLC	US
CRANSOFT	77130390	3/14/07	3651688	Renewed (Registered)	Cransoft, LLC	US

Mark	App. No.	App. Date	Reg. No.	Status of Mark	Owner/Applicant	Jurisdiction
DataDialysis	78467137	8/13/04	3049471	Renewed (Registered)	BACKOFFICE ASSOCIATES, LLC	US
Boring Go Live	76572998	1/29/04	3039079	Renewed (Registered)	BACKOFFICE ASSOCIATES, LLC	US
DataGarage	76525714	6/20/03	2927294	Renewed (Registered)	BACKOFFICE ASSOCIATES, LLC	US
SYNITI	1972703	6/25/2019	-	Formalized (Pending)	BACKOFFICE ASSOCIATES, LLC	Canada
DBMOTO	1528002	5/16/2011	TMA835211	Registered	BACKOFFICE ASSOCIATES, LLC	Canada
SAFECONDUCT	1528004	5/16/2011	TMA830524	Registered	BACKOFFICE ASSOCIATES, LLC	Canada
DATADIALYSIS	1374621	12/4/2007	TMA731109	Registered	BACKOFFICE ASSOCIATES, LLC	Canada
BORING GO LIVE	1374626	12/4/2007	TMA740035	Registered	BACKOFFICE ASSOCIATES, LLC	Canada
BDCDIRECT	1374627	12/4/2007	TMA741084	Registered	BACKOFFICE ASSOCIATES, LLC	Canada
DATAGARAGE	1372448	11/16/2007	TMA748772	Registered	BACKOFFICE ASSOCIATES, LLC	Canada
CRANSOFT	1363372	9/12/2007	TMA761292	Registered	CRANSOFT, LLC	Canada
DATAGARAGE	1198275 (1198275 T)	7/27/2011	1260944	Registered	BACKOFFICE ASSOCIATES, LLC	Mexico



Mark	App. No.	App. Date	Reg. No.	Status of Mark	Owner/Applicant	Jurisdiction
DATADIALYSIS	1198278 (1198278 T)	7/27/2011	1260945	Registered	BACKOFFICE ASSOCIATES, LLC	Mexico
BDCDIRECT	909692 (909692T)	1/28/2008	1063807	Registered	BACKOFFICE ASSOCIATES, LLC	Mexico
<b>BACKOFFICE ASSOCIATES</b>	872225 (872225T)	7/31/2007	1042815	Renewed (Registered)	BACKOFFICE ASSOCIATES, LLC	Mexico
SAFECONDUCT	UK00801 078674	5/16/2011	UK00801 078674	Registered	BACKOFFICE ASSOCIATES, LLC	U.K.
DBMOTO	UK00801 078675	5/16/2011	UK00801 078675	Registered	BACKOFFICE ASSOCIATES, LLC	U.K.
BORING GO LIVE	UK00800 930349	5/18/2007	UK00800 930349	Registered	BACKOFFICE ASSOCIATES, LLC	U.K.
CRANSOFT	UK00800 931057	5/11/2007	UK00800 931057	Registered	CRANSOFT, LLC	U.K.
<b>BORING GO LIVE</b>	30099509 5	11/16/2007	30099509 5	Registered	BACKOFFICE ASSOCIATES, LLC	Hong Kong
<b>CRANSOFT</b>	30095293 9	9/12/2007	30095293 9	Registered	CRANSOFT, LLC	Hong Kong
<b>SYNITI</b>	4303123	5/21/2019	-	Pending	BACKOFFICE ASSOCIATES, LLC	India
<b>BDCDIRECT</b>	1628388	12/6/2007	-	Registered	BACKOFFICE ASSOCIATES, LLC	India
<b>BORING GO LIVE</b>	1628389	12/6/2007	-	Registered	BACKOFFICE ASSOCIATES, LLC	India
<b>DATAGARAGE</b>	1628390	12/6/2007	-	Registered	BACKOFFICE ASSOCIATES, LLC	India
<b>DATADIALYSIS</b>	1628391	12/6/2007	-	Registered	BACKOFFICE ASSOCIATES, LLC	India

Mark	App. No.	App. Date	Reg. No.	Status of Mark	Owner/Applicant	Jurisdiction
<b>BACKOFFICE ASSOCIATES</b>	1619911	11/9/2007	-	Registered	BACKOFFICE ASSOCIATES, LLC	India
<b>BORING GO LIVE</b>	09605473 4	11/20/200 7	01356902	Registered	BACKOFFICE ASSOCIATES, LLC	Taiwan
<b>BDCDIRECT</b>	09605473 6	11/20/200 7	01318200	Registered	BACKOFFICE ASSOCIATES, LLC	Taiwan
<b>DATAGARAGE</b>	09605473 7	11/20/200 7	01318201	Registered	BACKOFFICE ASSOCIATES, LLC	Taiwan
<b>DATADIALYSIS</b>	09605473 3	11/20/200 7	01342688	Registered	BACKOFFICE ASSOCIATES, LLC	Taiwan
<b>BACKOFFICE ASSOCIATES</b>	09605239 0	11/7/2007	01336026	Registered	BACKOFFICE ASSOCIATES, LLC	Taiwan
<b>CRANSOFT</b>	09604381 2	9/13/2007	01310985	Registered	CRANSOFT, LLC	Taiwan
<b>SYNITI</b>	-	-	1487746	Registered	BACKOFFICE ASSOCIATES, LLC	International Register (AU, CH, CN, GB, IN, JP, MX, PH, SG, VN, EM)

Mark	App. No.	App. Date	Reg. No.	Status of Mark	Owner/Applicant	Jurisdiction
SAFECONDUCT	-	-	1078674	Registered	BACKOFFICE ASSOCIATES, LLC	International Register (AU, CH, CN, NO, SG, RU, EM)
DBMOTO	-	-	1078675	Registered	BACKOFFICE ASSOCIATES, LLC	International Register (AU, CH, CN, NO, SG, RU, EM)
BORING GO LIVE	-	-	930349	Registered	BACKOFFICE ASSOCIATES, LLC	International Register (AU, CH, CN, NO, SG, RU, EM)
BACKOFFICE ASSOCIATES	-	-	924563	Registered	BACKOFFICE ASSOCIATES, LLC	International Register (AU, CN, NO, SG)
CRANSOFT	-	-	931057	Registered	CRANSOFT, LLC	International Register (AU, CH, CN, NO, SG, RU, EM)