

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OfficeSpace Software, Inc.		05/28/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90534533	SAFEGUARD	
Serial Number:	90534532	CREATE A BETTER PLACE FOR EVERYONE	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (074658-19130 ND)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-19130		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	06/01/2021		
Total Attachments: 5			
source=Amend 1 - Supplement to IP Security Agreement (OfficeSpace)#page1.tif			
source=Amend 1 - Supplement to IP Security Agreement (OfficeSpace)#page2.tif			

OP \$65.00 90534533

source=Amend 1 - Supplement to IP Security Agreement (OfficeSpace)#page3.tif

source=Amend 1 - Supplement to IP Security Agreement (OfficeSpace)#page4.tif

source=Amend 1 - Supplement to IP Security Agreement (OfficeSpace)#page5.tif

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Supplement") made as of this 28th day of May, by **OFFICESPACE SOFTWARE INC.** ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION** ("Secured Party");

W I T N E S S E T H

WHEREAS, Grantor and Secured Party are parties to a certain Intellectual Property Security Agreement dated as of November 27, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Secured Party, Grantor has assigned, pledged and granted to Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantor has agreed that upon the acquisition by Grantor of any new Intellectual Property, Grantor shall deliver to Secured Party a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantor shall reconfirm the grant by them of a security interest in all such newly acquired Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Secured Party, Grantor hereby collaterally assigns, pledges and grants to Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property relating to the foregoing.

Grantor agrees that all such newly acquired Intellectual Property described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantor hereby authorizes Secured Party to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

2. Representations and Warranties. Grantor hereby represents and warrants to Secured Party that Schedule I hereto sets forth a true and correct list of all Intellectual Property owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Pages]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTOR:

OFFICESPACE SOFTWARE INC.

By: 

Name: Adam Jones

Title: Chief Financial Officer

Signature Page to Supplement to Intellectual Property Security Agreement

TRADEMARK
REEL: 007312 FRAME: 0292

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Kenney Chiu
Title: Assistant Vice President

**SCHEDULE I TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

	Trademark	Application No.	Date of Application	Registrant
1.	SAFEGUARD	90534533	02/18/2021	OfficeSpace Software Inc.
2.	CREATE A BETTER PLACE FOR EVERYONE	90534532	02/18/2021	OfficeSpace Software Inc.