

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652654

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Allegro Development Corporation		05/26/2021	Corporation: DELAWARE
Financial Engineering Associates, Inc.		05/26/2021	Corporation: CALIFORNIA
Openlink Financial LLC		05/26/2021	Limited Liability Company: DELAWARE
Reval.com, Inc.		05/26/2021	Corporation: DELAWARE
SolArc, LLC		05/26/2021	Limited Liability Company: DELAWARE
Triple Point Technology LLC		05/26/2021	Limited Liability Company: DELAWARE
Wall Street Systems Delaware, Inc.		05/26/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Lucid Trustee Services Limited
Street Address:	6th Floor, No 1 Building 1-5 London Wall Buildings
City:	London Wall, London
State/Country:	UNITED KINGDOM
Postal Code:	EC2M 5PG
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	5336021	ALLEGRO HORIZON
Registration Number:	3556113	ALLEGRO
Registration Number:	3263167	STRUCTURETOOL
Registration Number:	2109907	@EQUITY
Registration Number:	2019804	VARWORKS
Registration Number:	1860319	@INTEREST
Registration Number:	1738136	FEA
Registration Number:	1752287	@GLOBAL
Serial Number:	87635586	OPENLINK AGTECH

CH \$665.00 5336021

Property Type	Number	Word Mark
Serial Number:	87599038	
Serial Number:	87599028	OPENLINK
Serial Number:	87599035	OPENLINK
Serial Number:	87983498	OPENLINK
Registration Number:	5082124	FINDUR
Registration Number:	2749531	OPENLINK
Registration Number:	2723554	ENDUR
Registration Number:	2770873	
Registration Number:	5142442	REVAL CORE
Registration Number:	5142443	REVAL CHOICE
Registration Number:	5142444	REVAL CLEARPATH
Registration Number:	2617759	REVAL
Registration Number:	2571922	REVAL
Registration Number:	4059218	SOLARC
Registration Number:	3925111	SOLARC
Registration Number:	3925009	RIGHTANGLE
Registration Number:	5027326	CXL

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, Suite 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	4411002-0037-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	06/08/2021

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated May 26, 2021, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Lucid Trustee Services Limited, as security agent (the “Security Agent”) for the Holders (as defined in the Indenture referred to below).

WHEREAS, HELIOS SOFTWARE HOLDINGS, INC., a Delaware corporation (the “U.S. Issuer”) and ION CORPORATE SOLUTIONS FINANCE S.À R.L., a private limited liability company (société à responsabilité limitée) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 63-65 rue de Merl, L-2146 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 233.723 (the “Luxembourg Issuer,” which together with the U.S. Issuer are each an “Issuer” and collectively the “Issuer” or the “Issuers”) and ION CORPORATES INVESTMENT GROUP LIMITED, a private limited company incorporated under the laws of the Republic of Ireland with registered number 648231 (the “Parent Guarantor”), have entered into an Indenture dated April 30, 2021 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “Indenture”), with Lucid Trustee Services Limited, as Trustee and Security Agent and the other parties party thereto from time to time. Capitalized terms defined in the Indenture or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Indenture or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, it is a condition under the Indenture that each Grantor shall have granted the security interests and made the pledges contemplated by the U.S. Security Agreement dated May 26, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Security Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Security Agent, for the benefit of the Holders and the other Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office (the “USPTO”) and/or the United States Copyright Office (the “USCO”), as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Security Agent agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Security Agent (and its successors and permitted assigns), for the benefit of the Holders, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

(i) all Patents, including, without limitation, the United States federal patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);

(ii) all Trademarks, including, without limitation, the United States federal trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which,

the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, provided that after any such Statement of Use or Amendment to Allege Use is filed for any such intent-to-use trademark application this grant of a security interest shall automatically apply thereto), together with the goodwill symbolized thereby (the "Trademark Collateral");

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the United States federal copyright registrations and applications set forth in Schedule C hereto (the "Copyright Collateral");

(iv) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Note Documents (as such Note Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Holder under the Note Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Note Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and

provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE SECURITY AGENT OR ANY HOLDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY NOTE PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

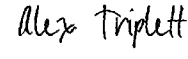
(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 12.8 OF THE INDENTURE. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY

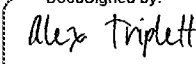
AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Security Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

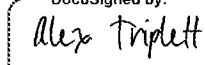
WALL STREET SYSTEMS DELAWARE, INC.
REVAL.COM, INC.
ALLEGRO DEVELOPMENT CORPORATION

By: 
Name: Alex Triplett
Title: Authorized Officer

FINANCIAL ENGINEERING ASSOCIATES, INC.

By: 
Name: Alex Triplett
Title: Secretary

TRIPLE POINT TECHNOLOGY, LLC

By: 
Name: Alex Triplett
Title: President

SOLARC, LLC

By:  _____

Name: Richard Grossi

Title: Chief Executive Officer

OPENLINK FINANCIAL LLC

By: _____

Name: Ashley Woods

Title: Secretary

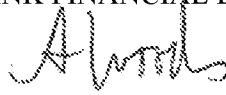
SOLARC, LLC

By: _____

Name: Richard Grossi

Title: Chief Executive Officer

OPENLINK FINANCIAL LLC




By: _____

Name: Ashley Woods

Title: Secretary

LUCID TRUSTEE SERVICES LIMITED, as
Security Agent

By: 
Name: KATE RUSSELL
Title: AUTHORIZED SIGNATORY

[Signature Page to Intellectual Property Security Agreement]

**Schedule A
to Intellectual Property Security Agreement**

Patents

None.

**Schedule B
to Intellectual Property Security Agreement**

Trademarks

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
ALLEGRO HORIZON	ALLEGRO DEVELOPMENT CORPORATION	86893340	01-FEB-2016	5336021	14-NOV-2017
ALLEGRO	ALLEGRO DEVELOPMENT CORPORATION	77323801	07-NOV-2007	3556113	06-JAN-2009
STRUCTURETOOL	FINANCIAL ENGINEERING ASSOCIATES, INC.	78820944	22-FEB-2006	3263167	10-JUL-2007
@EQUITY	FINANCIAL ENGINEERING ASSOCIATES, INC.	75100047	07-MAY-1996	2109907	28-OCT-1997
VARWORKS	FINANCIAL ENGINEERING ASSOCIATES, INC.	74631222	07-FEB-1995	2019804	26-NOV-1996
@INTEREST	FINANCIAL ENGINEERING ASSOCIATES, INC.	74395247	26-MAY-1993	1860319	25-OCT-1994
FEA	FINANCIAL ENGINEERING ASSOCIATES, INC.	74249904	25-FEB-1992	1738136	08-DEC-1992
@GLOBAL	FINANCIAL ENGINEERING ASSOCIATES, INC.	74181015	28-JUN-1991	1752287	16-FEB-1993
OPENLINK AGTECH	OPENLINK FINANCIAL LLC	87635586	05-OCT-2017		
Design Only	OPENLINK FINANCIAL LLC	87599038	07-SEP-2017		
OPENLINK	OPENLINK FINANCIAL LLC	87599028	07-SEP-2017		

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
OPENLINK	OPENLINK FINANCIAL LLC	87599035	07-SEP-2017		
OPENLINK	OPENLINK FINANCIAL LLC	87983498	07-SEP-2017		
FINDUR	OPENLINK FINANCIAL LLC	86972577	12-APR-2016	5082124	15-NOV-2016
OPENLINK	OPENLINK FINANCIAL LLC	76372573	20-FEB-2002	2749531	12-AUG-2003
ENDUR	OPENLINK FINANCIAL LLC	76372584	15-FEB-2002	2723554	10-JUN-2003
Design Only	OPENLINK FINANCIAL LLC	76364166	30-JAN-2002	2770873	07-OCT-2003
REVAL CORE	REVAL.COM, INC.	86634111	19-MAY-2015	5142442	14-FEB-2017
REVAL CHOICE	REVAL.COM, INC.	86634112	19-MAY-2015	5142443	14-FEB-2017
REVAL CLEARPATH	REVAL.COM, INC.	86634115	19-MAY-2015	5142444	14-FEB-2017
REVAL	REVAL.COM, INC.	76289090	23-JUL-2001	2617759	10-SEP-2002
REVAL	REVAL.COM, INC.	75821375	12-OCT-1999	2571922	21-MAY-2002
SOLARC	SOLARC, LLC	85257191	03-MAR-2011	4059218	22-NOV-2011
SOLARC	SOLARC, LLC	85056595	07-JUN-2010	3925111	01-MAR-2011
RIGHTANGLE	SOLARC, LLC	85021099	22-APR-2010	3925009	01-MAR-2011
CXL	TRIPLE POINT TECHNOLOGY, LLC	85616375	03-MAY-2012	5027326	23-AUG-2016

**Schedule C
to Intellectual Property Security Agreement**

Copyrights

Owner	Title	Registration No.	Date
Allegro Development Corporation	Allegro Exploration & Production Release 5.2	TXu000935712	2000-03-13
Allegro Development Corporation	Allegro Financials Release 5.2	TXu000935711	2000-03-13
Allegro Development Corporation	Allegro Natural Gas Release 5.2	TXu000941136	2000-03-13
Allegro Development Corporation	Allegro Power Release	TXu000941866	2000-03-13
Allegro Development Corporation	Allegro Risk Management Release 5.2	TXu000940847	2000-03-14
Allegro Development Corporation	Allegro liquids, release 5.2.	TXu000942607	2000-03-20
OpenLink Financial LLC	Abacus system source code deposit	TX0004344709	1996-06-27
SolArc, LLC	Right angle 3.1	TX0004856047	1998-10-26
SolArc, LLC	Right angle 2.1	TX0005339593	1998-10-26
SolArc, LLC	Right angle 3.0	TX0005339594	1998-10-26
SolArc, LLC	SolArc RightAngle 3.3	TX0005877893	2003-12-20
SolArc, LLC	RAEOTT	TX0005877894	2003-12-20
SolArc, LLC	SolArc RightAngle 4.0	TX0005880197	2003-12-20
SolArc, LLC	Solarc rightAngle 3.2	TX0005889339	2003-12-24
SolArc, LLC	SolArc rightangle training materials	TX0005917583	2003-11-25
Wall Street Systems Delaware, Inc.	Wall Street System: version 3, including modules)	TX0006145262	2005-03-11
Wall Street Systems	GBS	TX0006858211	

Owner	Title	Registration No.	Date
Delaware, Inc.			2008-07-18
Wall Street Systems Delaware, Inc.	The Wall Street System: version 4, including modules	TX0006145261	2005-03-11
Wall Street Systems Delaware, Inc.	Atlas & CLS	TX0006866636	2008-07-18
Wall Street Systems Delaware, Inc.	Wall Street System, Version 4.3, including modules.	TXu001684481	2008-05-28
Triple Point Technology, LLC	CXL for Gas.	TX0008434779	2017-10-05
Triple Point Technology, LLC	CXL for Credit Risk.	TX0008434768	2017-10-05
Triple Point Technology, LLC	ICE feeder.	V3548D290	2007
Triple Point Technology, LLC	NYMEX feeder.	V3548D290	2007
Triple Point Technology, LLC	Mainshell.	TX0004799853	1998-06-08
Triple Point Technology, LLC	Core routine file.	TX0004799855	1998-06-08
Triple Point Technology, LLC	Value at risk calculator.	TX0004799854	1998-06-08
Triple Point Technology, LLC	Forward curves window.	TX0004799852	1998-06-08
Triple Point Technology, LLC	FUTRAK bas operating system reference manual.	TX0002686396	1989-10-19
Triple Point Technology, LLC	FUTRAK advanced currency trading system (FACTS) source code.	TX0002512771	1989-02-21
Triple Point Technology, LLC	FUTRAK caps, floors, and collars reference manual: FUTRAK 6.0, manual version 1.0.	TX0002886709	1990-08-02
Triple Point Technology, LLC	FUTRAK: data extract utility reference manual.	TX0002886362	1990-08-02
Triple Point Technology, LLC	FUTRAK foreign currency management: FUTRAK 6.0, manual version 1.0.	TX0002886708	1990-08-02
Triple Point Technology, LLC	Futtrak graphics (source code)	TX0001571437	1985-02-01
Triple Point Technology, LLC	Futtrak (source code)	TX0001384350	1984-07-12
Triple Point Technology, LLC	Futtrak interest rate and currency swaps-user's guide.	TX0002243238	1998-01-21
Triple Point Technology, LLC	FUTRAK swaps reference manual.	TX0002886296	1990-08-02
Triple Point Technology,	Futtrak: version 2.1 (source	TX0001917769	1986-05-06

Owner	Title	Registration No.	Date
LLC	code)		
Triple Point Technology, LLC	Futrak, version 2.2 (source code)	TX0002099966	1987-05-06
Triple Point Technology, LLC	Futures and options brokerage system (FOBS): source code.	TX0002566394	1989-04-25
Triple Point Technology, LLC	Futures trading system, version I: user manual.	TXu000125793	1983-05-09
Financial Engineering Associates, Inc.	@Global user manual, version 3.0.0 (beta), version 3.1.0 (beta)	TXu000484583	1991-06-17
Financial Engineering Associates, Inc.	@Global user manual, version 3.1.0 (beta)	TXu000484582	1991-06-17
Financial Engineering Associates, Inc.	@Global user manual, version 3.1.0 (beta)	TXu000484572	1991-06-17
Financial Engineering Associates, Inc.	@Global user manual, version 3.1.09 (beta)	TXu000504576	1992-01-09
Financial Engineering Associates, Inc.	@INTEREST : version 1.0.	TXu000806703	1997-12-31
Financial Engineering Associates, Inc.	@GLOBAL version 1.0.	TXu000799177	1997-12-31
Financial Engineering Associates, Inc.	@INTEREST user's manual.	TXu000806698	1998-01-02

*The current recorded owner, Triple Point Technology, Inc, is now Triple Point Technology, LLC. Documentation related to change of name will be filed to update the US Copyright Office database.