

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Computron Software, LLC		10/26/2018	Limited Liability Company: DELAWARE
CoreTrac, Inc.		10/26/2018	Corporation: DELAWARE
Aptean Sapphire, LLC		10/26/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn, Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	1937229	COMPUTRON	
Registration Number:	5099019	CORETRAC	
Registration Number:	2929050	DNA	
Registration Number:	3089828	GOMEMBERS	
Registration Number:	3102180	KNOVA	
Registration Number:	2632057	MARKETFIRST	
Registration Number:	3164713	MEETINGTRAK	
Registration Number:	3068291	MEMBERTRAK	
Registration Number:	1983432	ONYX	
Registration Number:	4407890	RESOLUTIONIZING THE CUSTOMER SUPPORT EXP	
Registration Number:	5049530	RESOURCEONE	
Registration Number:	2303097	SERVICEWARE	
Registration Number:	2333486	SUPPLYWORKS	
Registration Number:	2729784	SUPPORTSOFT	
Registration Number:	2799210	SUPPORTSOFT	
Registration Number:	2783201	SUPPORTSOFT	

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3242173	VERDIEM
Registration Number:	4189188	VISION
Serial Number:	87961134	GOMEMBERS ONDEMAND
Serial Number:	87960323	COMPUTRON G2
Serial Number:	87960393	JCM EXECUTIVE
Serial Number:	87960434	ECM EXECUTIVE
Serial Number:	87960478	PROCUREMENT PORTAL
Serial Number:	87960593	WEBDESK
Serial Number:	87961159	SARATOGA CRM
Serial Number:	87338750	EVOKEIT
Serial Number:	87961178	SERVICE GATEWAY
Serial Number:	87961184	SURVEYOR
Serial Number:	88000261	TRADEBEAM GTM

CORRESPONDENCE DATA

Fax Number: 2127288111

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: 2127288000

Email: ipdept@willkie.com

Correspondent Name: Brandon Coyle c/o Willkie Farr & Gallagher

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 125180.00003 BRC

NAME OF SUBMITTER: Brandon R. Coyle

SIGNATURE: /Brandon R. Coyle/

DATE SIGNED: 10/30/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, waived or otherwise modified from time to time) (this “Agreement”), dated as of October 26, 2018, between Computron Software, LLC, a Delaware limited liability company (“Computron”), CoreTrac, Inc., a Delaware corporation (“CoreTrac”), Aptean Sapphire, LLC, a Delaware limited liability company (“Aptean” and together with Computron and CoreTrac, each a “Grantor”, and collectively, the “Grantors”) and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the Lenders (defined below).

Reference is made to (a) the Pledge and Security Agreement, dated as of October 26, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) among Sapphire AC Holdings, Inc. (“Holdings”), Sapphire AC, Inc. (the “Borrower”), each subsidiary of the Borrower party thereto (together with any additional entities that become parties to the Security Agreement) and the Administrative Agent and (b) the Credit Agreement dated as of October 26, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among Holdings, the Borrower, the other loan parties from time to time party thereto, the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and to secure the Secured Obligations.

Accordingly the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.4 of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and its 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 following assets and properties 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 (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration

applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent to use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and


(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

COMPUTRON SOFTWARE, LLC
CORETRAC, INC.,
as a Grantor

By:  _____
Name: Andrew S. Price
Title: Chief Financial Officer and Secretary

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

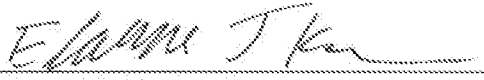
APTEAN SAPPHIRE, LLC.

By: 

Name: Andrew S. Price

Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: Eleftherios Karsos

Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006469 FRAME: 0724

SCHEDULE I

Trademark Applications and Registrations

Grantor	Trademark	App. No.	File Date	Reg. No.	Reg. Date
Computron Software, LLC	COMPUTRON	74610466	13-Dec-94	1937229	21-Nov-95
Coretrac, Inc.	CORETRAC	86914866	2/22/216	5099019	12/13/216
Aptean Sapphire, LLC	DNA	75363859	26-Sep-97	2929050	1-Mar-05
Aptean Sapphire, LLC	GOMEMBERS	78598322	30-Mar-05	3089828	9-May-06
Aptean Sapphire, LLC	KNOVA	78548755	17-Jan-05	3102180	6-Jun-06
Aptean Sapphire, LLC	MARKETFIRST	75461172	2-Apr-98	2632057	8-Oct-02
Aptean Sapphire, LLC	MEETINGTRAK	78598413	30-Mar-05	3164713	31-Oct-06
Aptean Sapphire, LLC	MEMBERTRAK	78598421	30-Mar-05	3068291	14-Mar-06
Aptean Sapphire, LLC	ONYX	74573885	15-Sep-94	1983432	2-Jul-96
Aptean Canada Corporation	PIVOTAL	86829373	23-Nov-15	5117299	10-Jan-17
Aptean Sapphire, LLC	RESOLUTIONIZING THE CUSTOMER SUPPORT EXPERIENCE	85591074	6-Apr-12	4407890	24-Sep-13
Coretrac Inc.	ResourceOne	86914880	2/22/216	5049530	9/27/216
Aptean Sapphire, LLC	SERVICEWARE	74689632	16-Jun-95	2303097	28-Dec-99
Aptean Sapphire, LLC	SUPPLYWORKS	75188892	28-Oct-96	2333486	21-Mar-00
Aptean Sapphire, LLC	SUPPORTSOFT	76106741	8-Aug-00	2729784	24-Jun-03
Aptean Sapphire, LLC	SUPPORTSOFT	78114673	13-Mar-02	2799210	23-Dec-03
Aptean Sapphire, LLC	SUPPORTSOFT	78114954	14-Mar-02	2783201	11-Nov-03
Aptean Sapphire, LLC	VERDIEM	78929654	14-Jul-06	3242173	15-May-07
Aptean Sapphire, LLC	VISION and Design	85361516	1-Jul-11	4189188	14-Aug-12
Aptean Sapphire, LLC	GOMEMBERS ONDEMAND	87961134	6/13/2018		
Aptean Sapphire, LLC	COMPUTRON G2	87960323	6/13/2018		
Aptean Sapphire, LLC	JCM EXECUTIVE	87960393	6/13/2018		

Grantor	Trademark	App. No.	File Date	Reg. No.	Reg. Date
Aptean Sapphire, LLC	ECM EXECUTIVE	87960434	6/13/2018		
Aptean Sapphire, LLC	PROCUREMENT PORTAL	87960478	6/13/2018		
Aptean Sapphire, LLC	WEBDESK	87960593	6/13/2018		
Aptean Sapphire, LLC	SARATOGA CRM	87961159	6/13/2018		
Aptean Sapphire, LLC	EVOKEIT	87338750	16-Feb-18	5331520	1-Nov-17
Aptean Sapphire, LLC	SERVICE GATEWAY	87961178	6/13/2018		
Aptean Sapphire, LLC	SURVEYOR	87961184	6/13/2018		
Aptean Sapphire, LLC	TRADEBEAM GTM	88000261	6/14/2018		