

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Help/Systems, Inc.		09/24/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent
Street Address:	101 Huntington Avenue
Internal Address:	c/o Audax Management Co LLC
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02199
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1628993	ROBOT
Registration Number:	1639348	ROBOT/CPA
Registration Number:	1642436	ROBOT/SAVE
Registration Number:	1711417	ROBOT/NETWORK
Registration Number:	1715358	ROBOT/CONSOLE
Registration Number:	1976839	ROBOT/REPORTS
Registration Number:	1978335	ROBOT/ALERT
Registration Number:	1978481	ROBOT/UPS
Registration Number:	2208887	ROBOT/CLIENT
Registration Number:	2210906	ROBOT/CORRAL
Registration Number:	2222678	ROBOT/REPLAY
Registration Number:	2258735	OPAL
Registration Number:	2450545	ROBOT/SCHEDULE

OP \$465.00 1628993

Registration Number:	2534166	ROBOT/SPACE
Registration Number:	2704354	ROBOT/TRAPPER
Registration Number:	2755226	ROBOT/DOMINO
Registration Number:	2910689	ROBOT/TRANSFORM
Registration Number:	3087239	ROBOT/LPAR

CORRESPONDENCE DATA

Fax Number: (404)888-4190

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-888-4284

Email: tramstrom@hunton.com

Correspondent Name: Todd Ramstrom

Address Line 1: 600 Peachtree Street, NE Ste. 4100

Address Line 2: Hunton & Williams

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Heath J. Vicente, Esq.
Signature:	/Heath J. Vicente/
Date:	09/26/2007

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of September 24, 2007, by **HELP/SYSTEMS, INC.**, a Delaware corporation (“**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.** (“**GSSLG**”), as Collateral Agent (“**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of September 24, 2007, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG as Administrative Agent and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make the Loans to Borrowers;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, the Pledge and Security Agreement (the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent this Agreement;

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

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the payment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, and (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Signature Page Follows]

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

HELP/SYSTEMS, INC., as Grantor:

By: [Signature]
Name: Hiren Mankodi
Title: Assistant Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF Massachusetts)
COUNTY OF Suffolk) ss.

On this 19th day of September, 2007, before me personally appeared Hiren Mankodi who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of [Grantor], and who being duly sworn by me did depose and say that (i) he is an authorized officer of [Grantor], (ii) such instrument was signed on behalf of [Grantor] as duly authorized by [Grantor], and (iii) he or she acknowledged such instrument to be the free act and deed of [Grantor].

Lori A. Cardarelli
Notary Public Lori A. Cardarelli

[Notarial Seal] November 8, 2013

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.

By: _____
Name:
Title:

Signature Page

Trademark Security Agreement
693990

Schedule 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ROBOT	1,628,993	12/25/1990
ROBOT/CPA	1,639,348	3/26/1991
ROBOT/SAVE	1,642,436	4/23/1991
ROBOT/NETWORK	1,711,417	9/1/1992
ROBOT/CONSOLE	1,715,358	9/15/1992
ROBOT/REPORTS	1,976,839	5/28/1996
ROBOT/ALERT	1,978,335	6/4/1996
ROBOT/UPS	1,978,481	6/4/1996
ROBOT/CLIENT	2,208,887	12/8/1998
ROBOT/CORRAL	2,210,906	12/15/1998
ROBOT/REPLAY	2,222,678	2/9/1999
OPAL	2,258,735	7/6/1999
ROBOT/SCHEDULE	2,450,545	5/15/2001
ROBOT/SPACE	2,534,166	1/29/2002
ROBOT/TRAPPER	2,704,354	4/8/2003
ROBOT/DOMINO	2,755,226	8/26/2003
ROBOT/TRANSFORM	2,910,689	12/14/2004
ROBOT/LPAR	3,087,239	5/2/2006

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

Schedule 1

Trademark Security Agreement
693990

RECORDED: 09/26/2007

**TRADEMARK
REEL: 003629 FRAME: 0064**