

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, LLC		06/28/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Second Lien Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3766523	ROBOT/SCHEDULE ENTERPRISE
Registration Number:	3741750	SEQUEL VIEWPOINT
Registration Number:	3087239	ROBOT/LPAR
Registration Number:	2534166	ROBOT/SPACE
Registration Number:	2450545	ROBOT/SCHEDULE
Registration Number:	2222678	ROBOT/REPLAY
Registration Number:	2208887	ROBOT/CLIENT
Registration Number:	1976839	ROBOT/REPORTS
Registration Number:	1978481	ROBOT/UPS
Registration Number:	1978335	ROBOT/ALERT
Registration Number:	1715358	ROBOT/CONSOLE
Registration Number:	1711417	ROBOT/NETWORK
Registration Number:	1628993	ROBOT
Registration Number:	1642436	ROBOT/SAVE

**TRADEMARK**

Registration Number:	2709972	STANDGUARD
Registration Number:	2427143	MESSENGERCONSOLE
Registration Number:	2427144	MESSENGERPLUS
Registration Number:	1639348	ROBOT/CPA
Registration Number:	4269136	
Registration Number:	4179975	SKYBOT SCHEDULER
Registration Number:	4179974	SKYBOT SOFTWARE
Serial Number:	85600096	POWERADMIN

**CORRESPONDENCE DATA**

Fax Number: 3129021061  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 312-577-8307  
Email: latiffany.brown@kattenlaw.com  
Correspondent Name: LaTiffany Brown c/o Katten Muchin Rosenm  
Address Line 1: 525 West Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-499
NAME OF SUBMITTER:	LaTiffany Brown
Signature:	/LaTiffany Brown/
Date:	07/03/2013

**Total Attachments: 8**  
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT AND THE TERMS OF ANY OTHER COLLATERAL DOCUMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF JUNE 28, 2013 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "**INTERCREDITOR AGREEMENT**"), AMONG GENERAL ELECTRIC CAPITAL CORPORATION, AS THE FIRST LIEN AGENT, AND GENERAL ELECTRIC CAPITAL CORPORATION, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER COLLATERAL DOCUMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

#### SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of June 28, 2013, is made by Help/Systems, LLC, a Delaware limited liability company (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Second Lien Agent") for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below) and the other Secured Parties.

#### WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of June 28, 2013 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), by and among the Borrowers, Holdings, the other Credit Parties, the Lenders from time to time party thereto and GE Capital, as Second Lien Agent for the Lenders and for itself as a Lender, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of even date herewith in favor of Second Lien Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Second Lien Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Second Lien Agent to enter into the Second Lien Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Second Lien Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to Second Lien Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

1. all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto; provided, however that no lien on or security interest is granted on any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office;

2. all renewals and extensions of the foregoing;

3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Second Lien Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Second Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other actions that are in the reasonable business judgment of the Grantor, necessary or desirable in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law and Jurisdiction. (a) The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, constructions, performance and enforcement (including, without limitation, any claims based in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

(b) Any legal action or proceeding with respect to any Loan Document shall be brought exclusively in the courts of the State of New York located in the City of New York, Borough of Manhattan, or of the United States of America for the Southern District of New York and, by execution and delivery of this Trademark Security Agreement, the Grantor and each other party hereto hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts; provided that nothing in this Trademark Security Agreement shall limit the right of any party to commence any proceeding in any court of any other jurisdiction to the extent such party determines that such action is necessary or appropriate to exercise its rights or remedies under the Loan Documents. The parties hereto (and, to the extent set forth in any other Loan Document, each Lender) hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

(c) Each of the parties hereto hereby irrevocably waives personal service of any and all legal process, summons, notices and other documents and other service of process of any kind and consents to such service in any suit, action or proceeding brought in the United States of America with respect to or otherwise arising out of or in connection with any Loan Document by any means permitted by applicable Requirements of Law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address of such party specified herein (and shall be effective when such mailing shall be effective, as provided therein). Each party 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.

(d) Nothing contained in this Section 6 shall affect the right of any party hereto to serve process in any other manner permitted by applicable Requirements of Law or commence legal proceedings or otherwise proceed against any party hereto in any other jurisdiction.

Section 7. Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to Second Lien

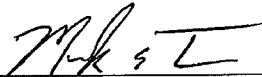
Agent pursuant to or in connection with the Collateral Documents and the exercise of any right or remedy by Second Lien Agent thereunder are subject to the provisions of the Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and this Trademark Security Agreement, the terms of the Second Lien Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

**HELP/SYSTEMS, LLC**, a Delaware limited liability company, as Grantor

By: 

Name: Mark E. Ties


Title: Vice President, Chief Financial  
Officer, Treasurer and Secretary

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005063 FRAME: 0092**

ACCEPTED AND AGREED  
as of the date first written above:

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, as Agent

By:   
Name: Jeff Bottcher  
Title: Duty Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]


**TRADEMARK**  
**REEL: 005063 FRAME: 0093**



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Title	Jurisdiction	Status	App./Reg. No.	App./Reg. Date
ROBOT/SCHEDULE ENTERPRISE	U.S.	Registered	3766523	March 30, 2010
SEQUEL VIEWPOINT	U.S.	Registered	3741750	January 26, 2010
ROBOT/LPAR	U.S.	Registered	3087239	May 2, 2006
ROBOT/SPACE	U.S.	Registered	2534166	January 29, 2002
ROBOT/SCHEDULE	U.S.	Registered	2450545	May 15, 2001
ROBOT/REPLAY	U.S.	Registered	2222678	February 9, 1999
ROBOT/CLIENT	U.S.	Registered	2208887	December 8, 1998
ROBOT/REPORTS	U.S.	Registered	1976839	May 28, 1996
ROBOT/UPS	U.S.	Registered	1978481	June 4, 1996
ROBOT/ALERT	U.S.	Registered	1978335	June 4, 1996
ROBOT/CONSOLE	U.S.	Registered	1715358	September 15, 1992
ROBOT/NETWORK	U.S.	Registered	1711417	September 1, 1992
ROBOT	U.S.	Registered	1628993	December 25, 1990
ROBOT/SAVE	U.S.	Registered	1642436	April 23, 1991
STANDGUARD	U.S.	Registered	2709972	April 22, 2003
MESSENGERCONSOLE (Stylized) <b>MessengerConsole</b>	U.S.	Registered	2427143	February 6, 2001
MESSENGERPLUS (Stylized) <b>MessengerPlus</b>	U.S.	Registered	2427144	February 6, 2001
ROBOT/CPA	U.S.	Registered	1639348	March 26, 1991
MISC DESIGN (SKYBOT OTTO) 	U.S.	Registered	4269136	January 1, 2013
SKYBOT SCHEDULER	U.S.	Registered	4179975	July 24, 2012
SKYBOT SOFTWARE	U.S.	Registered	4179974	July 24, 2012

2. TRADEMARK APPLICATIONS

Help/Systems, LLC				
Title	Jurisdiction	Status	App./Reg. No.	App./Reg. Date
POWERADMIN	U.S.	Published/ Pending (Intent to Use)	85/600096	April 17, 2012

3. TRADEMARK LICENSES

None.