

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385322

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SOFTWARE PARADIGMS INTERNATIONAL GROUP, LLC		05/23/2016	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	BNP PARIBAS, as collateral agent
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Banking Corporation: FRANCE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85208466	TRADEFLOW OPTIMIZATION
Serial Number:	76354485	SPIPROJECT
Serial Number:	76354523	SPI
Serial Number:	76354469	SPIPROJECT.COM
Serial Number:	75097550	SPIN
Serial Number:	75092773	BUYER'S WORKMATE
Serial Number:	86963896	THE RIGHT RETAIL PARTNER
Serial Number:	86963892	SPI
Serial Number:	86963875	SPI IQ
Serial Number:	86963795	SPI BUYER

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: 2122942684

Email: trademarkny@winston.com

Correspondent Name: Jordan B. Yellen

CH \$265.00 85208466

Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 86700.138

NAME OF SUBMITTER: Jordan B. Yellen

SIGNATURE: /Jordan B. Yellen by trademarkny/

DATE SIGNED: 05/23/2016

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **May 23, 2016** (the “**Effective Date**”) between **SOFTWARE PARADIGMS INTERNATIONAL GROUP, LLC** (the “**Grantor**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of May 23, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including Trademark Licenses, royalties, income, payments, claims, damages, and proceeds of suit, excluding in each case any “intent to use” trademark applications filed with the United States Trademark Office unless and until a statement of use is filed with respect to such application (collectively, the “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement


and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

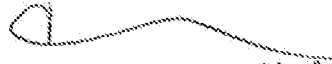
**SOFTWARE PARADIGMS INTERNATIONAL
GROUP, LLC**, as Grantor

By: 
Name: Thomas Delbrook
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK
REEL: 005798 FRAME: 0823**

BNP PARIBAS, as Collateral Agent

By: 
Name: Jason Desimio
Title: Director

By: 
Name: Jennifer Braoude
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
Software Paradigms International Group, LLC	US	TRADEFLOW OPTIMIZATION	85208466	31-DEC-2010	4152597	05-JUN-2012	Registered
Software Paradigms International Group, LLC	US	SPIPROJECT	76354485	02-JAN-2002	2759955	02-SEP-2003	Registered
Software Paradigms International Group, LLC	US	SPI	76354523	02-JAN-2002	2741146	29-JUL-2003	Registered
Software Paradigms International Group, LLC	US	SPIPROJECT.COM	76354469	02-JAN-2002	2683022	04-FEB-2003	Registered
Software Paradigms International Group, LLC	US	SPIN	75097550	02-MAY-1996	2156062	12-MAY-1998	Renewed (Registered)
Software Paradigms International Group, LLC	US	BUYER'S WORKMATE	75092773	23-APR-1996	2124872	30-DEC-1997	Renewed (Registered)
Software Paradigms International Group, LLC	US	THE RIGHT RETAIL PARTNER	86963896	04-APR-2016	n/a	n/a	Pending – No filing basis specified
Software Paradigms International Group, LLC	US	SPI	86963892	04-APR-2016	n/a	n/a	Pending – No filing basis specified
Software Paradigms International Group, LLC	US	SPI IQ	86963875	04-APR-2016	n/a	n/a	Pending – Filed use basis
Software Paradigms International Group, LLC	US	SPI BUYER	86963795	04-APR-2016	n/a	n/a	Pending – Filed use basis

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RECORDED: 05/23/2016

**TRADEMARK
REEL: 005798 FRAME: 0825**