

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450340

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Notice and Confirmation of Grant of Security Interest in Trademarks
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Forsythe Technology, Inc.		10/31/2017	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	11 Eleven Madison Avenue, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3796721	FORSYTHE INTERNATIONAL
Registration Number:	3925248	SYNNEFO
Registration Number:	3615552	
Registration Number:	3615551	REALIZE THE BUSINESS VALUE OF IT
Registration Number:	4466775	KILLERIT
Registration Number:	2608505	FORSYTHE TECHNOLOGY
Registration Number:	2608504	FORSYTHE SOLUTIONS
Registration Number:	2608503	FORSYTHE
Registration Number:	5052450	META7
Registration Number:	5005284	FORSYTHE HOSTING SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Trey Reilly, Esq.

Address Line 1: 919 Third Avenue

CH \$265.00 3796721

Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Trey Reilly, Esq.

SIGNATURE: /Trey Reilly/

DATE SIGNED: 11/09/2017

Total Attachments: 6

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SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of October 31, 2017, made by FORSYTHE TECHNOLOGY, INC., an Illinois having a principal place of business at 7770 Frontage Road, Skokie, IL 60077 (the "Grantor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, having a principal place of business at Eleven Madison Avenue, 6th floor, New York, New York 10010 as collateral agent (the "Agent") for the several banks and other financial institutions (collectively, the "Lenders"), from time to time party to the Second Lien Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the Second Lien Guarantee and Collateral Agreement defined below).

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of the date hereof (as amended by the First Amendment to Second Lien Credit Agreement, dated as of March 31, 2016, and the Second Amendment to Second Lien Credit Agreement, dated as of October 31, 2017, and as further amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, or refinancing or increasing the Indebtedness under such agreement or any successor agreements, the "Second Lien Credit Agreement"), among SCS MIDCO, INC., a Delaware corporation (together with any successor in interest thereto, " Holding"), SCS HOLDINGS I INC., a Delaware corporation (together with any successor in interest thereto, the "Parent Borrower"), SIRIUS COMPUTER SOLUTIONS, INC., a Texas corporation (the "Subsidiary Borrower" and jointly with the Parent Borrower, the "Borrowers"), the Grantor, the Agent and the other parties from time to time party thereto, the Lenders have severally agreed to make extensions of credit (collectively, the "Loans") to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Second Lien Credit Agreement, the Borrowers, Holding and the Agent have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of October 30, 2015 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement"), in favor of the Agent; and

WHEREAS, upon the consummation of the transactions described in that certain Purchase Agreement, dated as of September 27, 2017 (together with the disclosure schedules delivered in connection therewith, collectively, the "Purchase Agreement"), among the Subsidiary Borrower, Argent Trust Company, a Tennessee chartered trust company, not in its individual or corporate capacity, but solely in its capacity as trustee of the Forsythe Technology Inc. Employee's Stock Ownership Trust and the Grantor, such

consummation dated as of October 31, 2017, the Grantor became a subsidiary of Subsidiary Borrower;

WHEREAS, pursuant to the Second Lien Credit Agreement, Subsidiary Borrower has caused the Grantor to execute an Assumption Agreement to the Second Lien Guarantee and Collateral Agreement, dated as of the date hereof,

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit and other financial accommodations to the Borrowers pursuant to the Second Lien Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, as applicable.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of business, pursuant to the Second Lien Guarantee and Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrowers, except as provided in subsection 3.3 of the Second Lien Guarantee and Collateral Agreement.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Second Lien Guarantee and Collateral Agreement. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security

interest in the Trademarks are more fully set forth in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall prevail.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

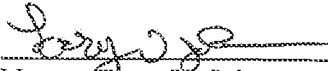
SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FORSYTHE TECHNOLOGY, INC.

By:  _____

Name: Perry V. Johnson

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


[Signature Page to Second Lien Notice and Confirmation
of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006200 FRAME: 0721

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH
as Agent

By: 
Name: CHRISTOPHER DAY
Title: AUTHORIZED SIGNATORY

By: 
Name: Brady Bingham
Title: Authorized Signatory

*[Signature Page to Second Lien Notice and Confirmation
of Grant of Security Interest in Trademarks]*

TRADEMARK
REEL: 006200 FRAME: 0722

SCHEDULE I

Trademark Registrations

<u>TRADEMARK</u>	<u>Reg. No. / Serial No.</u>
Forsythe International	3,796,721
Synnefo	3,925,248
Blue Sphere Logo	3,615,552
“Realize the business value of IT”	3,615,551
KillerIT	4,466,775
Forsythe Technology	2,608,505
Forsythe Solutions	2,608,504

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