

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sungard Availability Services Capital, Inc.		02/25/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A. as Collateral Agent		
Street Address:	4 Chase MetroTech Center		
Internal Address:	CIB DMO WLO Mail code NY1-C413		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5287406	IT FOR BUSINESS THAT NEVER STOPS	
Registration Number:	5292272	TAME THE BEAR	
Registration Number:	4778494		
Registration Number:	5045995		
Registration Number:	4801264		
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>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.</i>			
Phone:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1051409 TM IPSA		
NAME OF SUBMITTER:	ANNETTE VERA		
SIGNATURE:	/ANNETTE VERA/		

OP \$140.00 5287406

DATE SIGNED:	02/28/2019
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Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT dated as of February 25, 2019 (this "Agreement"), among SUNGARD AVAILABILITY SERVICES CAPITAL, INC. (the "Grantor") and JPMORGAN CHASE BANK, N.A. as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of March 31, 2014, as amended and restated as of July 19, 2017 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, each Lender from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and (b) the Intellectual Property Security Agreement dated as of March 31, 2014 (as amended, supplemented or otherwise modified from time to time, the "IP Security Agreement"), among the Grantor, the Affiliates of the Grantor from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Grantor 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. The Grantor will derive substantial benefits from the extension of credit to the Grantor pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the IP Security Agreement, as applicable. The rules of construction specified in Section 1.01 of the Credit 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 Obligations, the Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and 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 the Grantor or in which the 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, trade names, 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 and recordings thereof, 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, and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the "Trademarks"),

(b) all goodwill associated therewith or symbolized thereby, and

(c) other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. IP Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the IP Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the IP 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 IP Security Agreement, the terms of the IP Security Agreement shall govern. The acceptance and execution of this Agreement by the Collateral Agent does not constitute a waiver by the Collateral Agent or any other Secured Party of any rights or remedies afforded to it under the Credit Agreement or any other Loan Document or any obligations of the Loan Parties thereunder.

SECTION 4. Termination or Release. Upon the termination of the IP Security Agreement, in accordance with its terms, the Collateral Agent shall execute and deliver to the Grantor, at the Grantor's expense, all documents that the Grantor shall reasonably request to evidence such termination or release.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. This Agreement shall become effective when the Collateral Agent shall have received counterparts of this Agreement that, when taken together, bear the signatures of the Grantor and the Collateral Agent.

SECTION 6. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have
duly executed this Agreement as of the day and year first above written.

SUNGARD AVAILABILITY SERVICES
CAPITAL, INC.

by



Name: *William T. Phill*
Title: *General Counsel*

[Signature Page to Trademark Security Agreement]

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

by



Name: Sandeep S. Parihar

Title: Executive Director

[Signature Page to Trademark Security Agreement]

[[3286436]]

SCHEDULE I

Trademarks and Trademark Applications

Owner	Trademark	Application No.	Registration No.
Sungard Availability Services Capital, Inc.	IT FOR BUSINESS THAT NEVER STOPS	87/069,495	5,287,406
Sungard Availability Services Capital, Inc.	TAME THE BEAR	87/069,483	5,292,272
Sungard Availability Services Capital, Inc.	A (Stylized) (b/w)	86/265,748	4,778,494
Sungard Availability Services Capital, Inc.	A (Stylized) (color)	86/265,805	5,045,995
Sungard Availability Services Capital, Inc.	A (Stylized) (color)	86/976,683	4,801,264

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