

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546735

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Epicor EDI Source, Inc.		10/25/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88168949	HQXCHANGE	
Registration Number:	5681041	INTELLIGENTXCHANGE	
Registration Number:	5617922	MANAGEDXCHANGE	
Registration Number:	4138147	1 EDI SOURCE	
Registration Number:	4672114	EDI/PX	
Registration Number:	4423857	EDI/HQ	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	james.murray@wolterskluwer.com, ecarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	10/25/2019		

OP \$165.00 88168949

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Epicor EDI Source, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 25, 2019

- Assignment
- Security Agreement
- Other Supplemental Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Jefferies Finance LLC, as Collateral Agent

Street Address: 520 Madison Avenue

City: New York

State: NY

Country: USA Zip: 10022

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

October 25, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT
(Trademarks)

TRADEMARKS SUPPLEMENT NO. 7 (this "Supplement") dated as of October 25, 2019, to the Intellectual Property Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated June 1, 2015, among the Grantors from time to time party thereto and Jefferies Finance LLC ("Jefferies"), as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Epicor Software Corporation, a Delaware corporation (the "Borrower"), Epicor, Inc. (f/k/a EGL Holdco, Inc.), a Delaware corporation ("Holdings"), Jefferies, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of June 1, 2015 (the "Closing Date") (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute an IP Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, under the terms of Section 3.3 of the Security Agreement, Borrower is required to deliver to Collateral Agent a Supplement to the IP Security Agreement with respect to all After-Acquired Intellectual Property owned by a Grantor as of the date of the fiscal quarter-end preceding the date of this Supplement, which is not previously covered by the IP Security Agreement.

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

SECTION 1. Grant of Security. The undersigned Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the undersigned Grantor under this Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute

or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Supplement secures, as to the undersigned Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Supplement has been executed and delivered by the undersigned Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The undersigned Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Supplement.

SECTION 4. Execution in Counterparts. This Supplement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The undersigned Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EPICOR EDI SOURCE, INC.

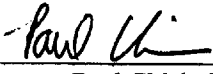
as Grantor of After-Acquired Intellectual Property
pledged herein

By:



Name: Vincent Lowder
Title: President

Jefferies Finance, LLC
as Collateral Agent

By: 
Name: Paul Chisholm
Title: Managing Director

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/Grantor	Trademark	Application No./ Registration No.	Filing Date	Reg. Date	Country	Status
1 EDI Source, Inc.	HQXCHANGE	88/168,949	10/25/2018	N/A	US	Pending
1 EDI Source, Inc.	INTELLIGENTXCHANGE	87/137,085 5,681,041	08/12/2016	02/19/2019	US	Registered
1 EDI Source, Inc.	MANAGEDXCHANGE	87/137,057 5,617,922	08/12/2016	11/27/2018	US	Registered
1 EDI Source, Inc.	1 EDI SOURCE	87/397,017 4,138,147	08/12/2011	05/08/2012	US	Registered
1 EDI Source, Inc.	EDI/PX	85/567,466 4,672,114	03/12/2012	01/13/2015	US	Registered
1 EDI Source, Inc.	EDI/HQ	85/566,279 4,423,857	03/11/2012	10/29/2013	US	Registered