

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672476

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIUS SOFTWARE CORPORATION		08/25/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, as the Collateral Agent		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5677897	KBMAX	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	30045.98145		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	09/03/2021		
Total Attachments: 6			
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SECOND LIEN SECURITY AGREEMENT SUPPLEMENT NO. 2
FOR INTELLECTUAL PROPERTY

SUPPLEMENT NO. 2 (this "Supplement") dated as of August 25, 2021, to the Second Lien Security Agreement dated as of July 31, 2020 among certain subsidiaries of Epicor, Inc. from time to time party thereto and U.S. BANK NATIONAL ASSOCIATION ("U.S. Bank"), solely in its capacity as Collateral Agent (the "Collateral Agent") for the Secured Parties (the "Security Agreement").

A. Reference is made to that certain Indenture dated as of July 31, 2020, as supplemented by the Supplemental Indenture dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), among Epicor Software Corporation, a Delaware corporation (the "Issuer"), Epicor, Inc., a Delaware corporation ("Holdings"), the Guarantors from time to time party thereto and U.S. Bank, as the trustee (in such capacity, and together with its successors and permitted assigns, the "Trustee") and Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture and the Security Agreement referred to therein.

C. In connection with the Indenture, the Issuer and the Grantors have entered into the Security Agreement. Section 6.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the "New Grantor") is executing this Supplement in accordance with the requirements of the Indenture to become a Grantor under the Security Agreement.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 6.14 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including ".pdf" or ".tif" files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral owned by the New Grantor consisting of

(i) issued and pending Patents in the United States Patent and Trademark Office, (ii) registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded Property) and (iii) registered Copyrights in the United States Copyright Office and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The New 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 Collateral, including:

(a) the issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule I hereto;

(b) 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 I hereto (excluding any Excluded Property); and

(c) the registered Copyrights (as defined in the Security Agreement) in the United States Copyright Office set forth in Schedule I hereto.

SECTION 7. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The New 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 8. The New Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 9. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 10. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 11. 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.

SECTION 12. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement.

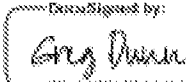
SECTION 13. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

SECTION 14. Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Collateral Agent pursuant to this IP Security Agreement are, prior to the Discharge of First Lien Credit Agreement Secured Obligations, expressly subordinated to those granted to the First Lien Collateral Agent pursuant to the First Lien Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the of the Second Lien Intercreditor Agreement (and any other intercreditor agreement). In the event of any conflict between the terms of the Second Lien Intercreditor Agreement (or such other intercreditor agreement) and this IP Security Agreement, the terms of the Second Lien Intercreditor Agreement (or such other intercreditor agreement) shall govern and control.

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

CITIUS SOFTWARE CORPORATION, as the New Grantor

By:  _____
Name: Greg Dunn
Title: Vice President and Treasurer

Jurisdiction of Incorporation:
Delaware

Address of Chief Executive Office:
804 Las Cimas Parkway
Austin, Texas 78746

U.S. BANK NATIONAL ASSOCIATION,
solely in its capacity as Collateral Agent

By: _____
Name:
Title:

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

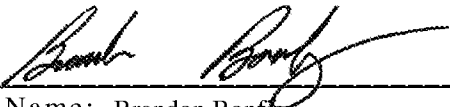
CITIUS SOFTWARE CORPORATION, as the New Grantor

By: _____
Name: Greg Dunn
Title: Vice President and Treasurer

Jurisdiction of Incorporation:
Delaware

Address of Chief Executive Office:
804 Las Cimas Parkway
Austin, Texas 78746

U.S. BANK NATIONAL ASSOCIATION,
solely in its capacity as Collateral Agent

By:  _____
Name: Brandon Bonfig
Title: Assistant Vice President

SCHEDULE I
TO SUPPLEMENT NO. 2 TO THE
SECOND LIEN SECURITY AGREEMENT

United States Applied for and Registered Intellectual Property

Registered Owner/Grantor	Trademark	Registration No.	Serial Number	Filing Date	Reg. Date	Country	Status
CITIUS SOFTWARE CORPORARION	KBMAX	5,677,897	87749543	1/10/2018	2/19/2019	US	Registered