01-10-2001

FORM PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1-10-01

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Cooperative Computing, Inc.**

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (DE)
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent
Internal Address: _____
Street Address: P.O. Box 2558
City: Houston State: TX ZIP: 77252

☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Conditional Assignment of and Security Interest in Trademark Rights

Execution Date: December 28, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/426,694 ; 75/426,211 ; 75/506,044 ; 75/584,913
75/585,175 ; 75/742,488 ; 75/742,487

B. Trademark Registration No.(s)
1,682,685 and 1,921,567

Additional numbers attached? ☐ Yes ☒ No

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

Name: Lori E. Lesser, Esq.
Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): $240.00
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lori E. Lesser, Esq. — Name of Person Signing
Lori E. Lesser — Signature
1-8-01 — Date

Total number of pages comprising cover sheet: 5

01/11/2001 AWMED1 00000021 75426694
01 FC:481 40.00 OP
02 FC:482 200.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of December 28, 1999 is made by Cooperative Computing, Inc., a Delaware corporation (the "Company"), in favor of The Chase Manhattan Bank, as administrative agent (the "Agent") for the banks and other financial institutions (the "Lenders"), parties to the Credit Agreement dated as of February 27, 1997, as amended and restated as of February 10, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, Cooperative Computing Holding Company, Inc., as Guarantor, the Lenders and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Company has executed and delivered a Guarantee and Collateral Agreement, dated as of February 27, 1997, as amended and restated as of February 10, 1998 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Company and each other Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in the Intellectual Property, which includes (as set forth in the Guarantee and Collateral Agreement) all Trademarks and Trademark Licenses "in which such Grantor now has or at any time in the future may acquire any right, title or interest";

WHEREAS, after execution of the Credit Agreement, additional Trademarks and Trademark Licenses (including those set forth on Schedule A hereto) have been acquired by the Company and/or other Obligors; and

WHEREAS, pursuant to the foregoing, the Company has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration (including that set forth in the Credit Agreement), the receipt of which is hereby acknowledged, and as part of the Company's obligations that it undertook to induce the Lenders to make Loans and other financial accommodations to the Company pursuant to the Credit Agreement, the Company agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and

recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Company hereby pledges, and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks and Trademark Licenses listed on Schedule A hereto, to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Company for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks and Trademark Licenses granted hereby are more fully set forth in the Credit Agreement and the 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 WITNESS WHEREOF, the Company has caused this Conditional Assignment to be duly executed and delivered by its appropriate officer thereunto duly authorized as of the day and year first above written.

COOPERATIVE COMPUTING INC.

By: Paul D. Stone

Name: Paul D. Stone

Title: Senior VP & Chief Administrative Officer

STATE OF Texas)
)ss
COUNTY OF Travis)

On the 30 day of December, 1999, before me personally came Paul D. Stone, who is personally known to me to be the Senior VP & Chief Administrative Officer of ~~the~~ Cooperative Computing, Inc, a Delaware corporation; who, being duly sworn, did depose and say that _he is the Senior VP + Chief Admin Officer in such corporation, the corporation described in and which executed the foregoing instrument; that _he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that _he acknowledged said instrument to be the free act and deed of said corporation.

Theresa McFarland
Notary Public

[NOTARIAL SEAL]

THERESA MCFARLAND
NOTARY PUBLIC
State of Texas
Comm. Exp. 03-20-2003

509265-0459-02168-992JB40F-ASG

Trademark Assignment

SCHEDULE A- TRADEMARKS

TITLE	REG. NO.	APP. NO.
CHECKMATE	1,682,685	
LABOREXPERT		75/426,694
PARTEXPERT		75/426,211
LASERLEARN		75/506,044
THE PAPERLESS WAREHOUSE	1,921,567	
LASERCAT 2000		75/584,913
DESIGN ONLY		75/585,175
PARTSLINK		75/742,488
PARTSLINK		75/742,487