

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Help/Systems, Inc.		10/10/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Help/Systems, LLC
Street Address:	6533 Flying Cloud Drive, Suite 200
Internal Address:	c/o Help/Systems Holdings, Inc.
City:	Edan Prairie
State/Country:	MINNESOTA
Postal Code:	55344
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	1628993	ROBOT
Registration Number:	1639348	ROBOT/CPA
Registration Number:	1642436	ROBOT/SAVE
Registration Number:	1711417	ROBOT/NETWORK
Registration Number:	1715358	ROBOT/CONSOLE
Registration Number:	1976839	ROBOT/REPORTS
Registration Number:	1978335	ROBOT/ALERT
Registration Number:	1978481	ROBOT/UPS
Registration Number:	2208887	ROBOT/CLIENT
Registration Number:	2210906	ROBOT/CORRAL
Registration Number:	2222678	ROBOT/REPLAY
Registration Number:	2258735	OPAL
Registration Number:	2450545	ROBOT/SCHEDULE

OP \$465.00 1628993

Registration Number:	2534166	ROBOT/SPACE
Registration Number:	2704354	ROBOT/TRAPPER
Registration Number:	2755226	ROBOT/DOMINO
Registration Number:	2910689	ROBOT/TRANSFORM
Registration Number:	3087239	ROBOT/LPAR

**CORRESPONDENCE DATA**

Fax Number: (404)888-4190

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 404-888-4284

Email: tramstrom@hunton.com

Correspondent Name: Todd Ramstrom

Address Line 1: 600 Peachtree Street, NE Ste. 4100

Address Line 2: c/o Hunton & Williams LLP

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Greta T. Griffith, Esq.
Signature:	/Greta T. Griffith, Esq./
Date:	02/01/2008

**Total Attachments: 19**

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**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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**09/26/2007**  
**900087902**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Help/Systems, Inc.		09/24/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent
<b>Street Address:</b>	101 Huntington Avenue
<b>Internal Address:</b>	c/o Audax Management Co LLC
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02199
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
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Registration Number:	1639348	ROBOT/CPA
Registration Number:	1642436	ROBOT/SAVE
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Registration Number:	2222678	ROBOT/REPLAY
Registration Number:	2258735	OPAL
Registration Number:	2450545	ROBOT/SCHEDULE

OP \$465.00 1628993

:TODD RAMSTROM COMPANY:600 PEACHTREE STREET, NE STE. 4100

Registration Number:	2534166	ROBOT/SPACE
Registration Number:	2704354	ROBOT/TRAPPER
Registration Number:	2755226	ROBOT/DOMINO
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Correspondent Name: Todd Ramstrom  
Address Line 1: 600 Peachtree Street, NE Ste. 4100  
Address Line 2: Hunton & Williams  
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Heath J. Vicente, Esq.
Signature:	/Heath J. Vicente/
Date:	09/26/2007

Total Attachments: 5  
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NAME OF SUBMITTER:	Heath J. Vicente, Esq.
Signature:	/Heath J. Vicente/

# Delaware

PAGE 1

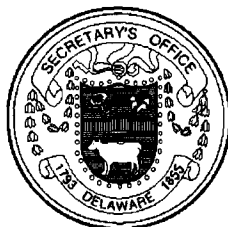
*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "HELP/SYSTEMS, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "HELP/SYSTEMS, INC." TO "HELP/SYSTEMS, LLC", FILED IN THIS OFFICE ON THE TENTH DAY OF OCTOBER, A.D. 2007, AT 12:25 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3907155 8100V

071100877



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6063050

DATE: 10-10-07

TRADEMARK

REEL: 003709 FRAME: 0849

STATE *of* DELAWARE

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**CERTIFICATE OF CONVERSION**  
of  
**HELP/SYSTEMS, INC.**  
to  
**HELP/SYSTEMS, LLC**

October 10, 2007

Pursuant to Title 8, Section 266 of the Delaware General Corporation Law and Title 6, Section 18-214 of the Delaware Limited Liability Company Act, Help/Systems, Inc., a Delaware corporation (the "Corporation"), does hereby certify to the following information relating to the conversion of Help/Systems, Inc. into Help/Systems, LLC, a Delaware limited liability company:

1. The name of the Corporation immediately prior to filing this Certificate of Conversion is Help/Systems, Inc.
2. The Corporation was formed with the filing of its Certificate of Incorporation with the Delaware Secretary of State on January 10, 2005.
3. The name of the Limited Liability Company as set forth in its Certificate of Formation is Help/Systems, LLC.
4. This conversion has been duly approved by the Board of Directors and the sole stockholder of the Corporation in accordance with Section 266 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized person as of the date first written above.

By: /s/ Hiren Mankodi  
Name: Hiren Mankodi  
Title: Authorized Person

# Delaware

PAGE 2

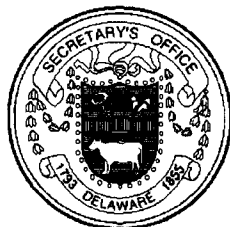
*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "HELP/SYSTEMS, LLC" FILED IN THIS OFFICE ON THE TENTH DAY OF OCTOBER, A.D. 2007, AT 12:25 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3907155 8100V

071100877



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6063050

DATE: 10-10-07

TRADEMARK  
REEL: 003709 FRAME: 0851



STATE of DELAWARE  
LIMITED LIABILITY COMPANY

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CERTIFICATE OF FORMATION  
OF  
HELP/SYSTEMS, LLC

*Pursuant to Title 6, Chapter 18, Sections 201 and 204  
of the Delaware Code*

This Certificate of Help/Systems, LLC is being duly executed and filed by Hiren Mankodi, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.), as amended from time to time.

(1) The name of the limited liability company formed hereby is Help/Systems, LLC.

(2) The address of the registered office of the limited liability company in the State of Delaware is care of:

The Corporation Trust Company  
1209 Orange Street  
Wilmington, Delaware 19801

(3) The name and address of the registered agent of the limited liability company for service of process on the limited liability company in the State of Delaware is:

The Corporation Trust Company  
1209 Orange Street  
Wilmington, Delaware 19801

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the 10<sup>th</sup> day of October, 2007.

/s/ Hiren Mankodi  
Hiren Mankodi  
Authorized Person

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of September 24, 2007, by HELP/SYSTEMS, INC., a Delaware corporation ("Grantor"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. ("GSSLG"), as Collateral Agent ("Collateral Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of September 24, 2007, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG as Administrative Agent and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make the Loans to Borrowers;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, the Pledge and Security Agreement (the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent this Agreement;

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

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.
2. **Grant of Security Interest in Trademark Collateral.** To secure the payment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the Secured Parties, a continuing First Priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"): (a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, and (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.
3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the

security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

HELP/SYSTEMS, INC.

By: [Signature]  
Name: Hiren Mankodi  
Title: Assistant Secretary

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF Massachusetts )  
COUNTY OF Suffolk ) ss.

On this 24<sup>th</sup> day of September, 2007, before me personally appeared Hiren Mankodi, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Help/Systems, Inc., and who being duly sworn by me did depose and say that (i) he is an authorized officer of Help/Systems, Inc., (ii) such instrument was signed on behalf of Help/Systems, Inc. as duly authorized by Help/Systems, Inc., and (iii) he or she acknowledged such instrument to be the free act and deed of Help/Systems, Inc.

Lori A. Cardarelli  
Notary Public Lori A. Cardarelli

[Notarial Seal] November 8, 2013

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY  
LENDING GROUP, L.P.

By: \_\_\_\_\_  
Name:  
Title:

Signature Page

Trademark Security Agreement  
693990

TRADEMARK  
REEL: 003709 FRAME: 0855



Schedule 1  
to  
Trademark Security Agreement

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ROBOT	1,628,993	12/25/1990
ROBOT/CPA	1,639,348	3/26/1991
ROBOT/SAVE	1,642,436	4/23/1991
ROBOT/NETWORK	1,711,417	9/1/1992
ROBOT/CONSOLE	1,715,358	9/15/1992
ROBOT/REPORTS	1,976,839	5/28/1996
ROBOT/ALERT	1,978,335	6/4/1996
ROBOT/UPS	1,978,481	6/4/1996
ROBOT/CLIENT	2,208,887	12/8/1998
ROBOT/CORRAL	2,210,906	12/15/1998
ROBOT/REPLAY	2,222,678	2/9/1999
OPAL	2,258,735	7/6/1999
ROBOT/SCHEDULE	2,450,545	5/15/2001
ROBOT/SPACE	2,534,166	1/29/2002
ROBOT/TRAPPER	2,704,354	4/8/2003
ROBOT/DOMINO	2,755,226	8/26/2003
ROBOT/TRANSFORM	2,910,689	12/14/2004
ROBOT/LPAR	3,087,239	5/2/2006

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

Schedule 1

Trademark Security Agreement  
693990