

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Asure Software, Inc.		07/03/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Deerpath Funding, LP
Street Address:	405 Lexington Avenue, 71st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10174
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	85532569	ASURESPACE
Serial Number:	85532563	ASUREFORCE
Serial Number:	77278226	ASURE SOFTWARE

CORRESPONDENCE DATA	
Fax Number:	7132266398
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	713-226-6000
Email:	patmail@porterhedges.com
Correspondent Name:	Derek V. Forinash
Address Line 1:	1000 Main Street
Address Line 2:	36th Floor
Address Line 4:	Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	010997.0038
NAME OF SUBMITTER:	Derek V. Forinash

CH \$90.00 85532569

Signature:	/Derek V. Forinash/
Date:	08/15/2012
Total Attachments: 5 source=010997-0038_Asure_Software_Inc#page1.tif source=010997-0038_Asure_Software_Inc#page2.tif source=010997-0038_Asure_Software_Inc#page3.tif source=010997-0038_Asure_Software_Inc#page4.tif source=010997-0038_Asure_Software_Inc#page5.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT
(Asure Software, Inc.)

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2012 (the "**Agreement**"), by and between ASURE SOFTWARE, INC., a Delaware corporation ("**Debtor**"), and DEERPATH FUNDING, LP, a Delaware limited partnership, as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, "**Secured Party**") for the ratable benefit of the Lenders (defined below).

W I T N E S S E T H:

WHEREAS, Debtor, the other borrowers from time to time party thereto (collectively with Debtor, the "**Borrowers**"), Secured Party, and the lenders from time to time party thereto (collectively, the "**Lenders**") have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Loan Agreement**");

WHEREAS, Debtor, the other Borrowers, and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Security Agreement**"), pursuant to which Debtor has granted a first-priority lien and security interest in all of all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the "**IP Collateral**"), whether now or hereafter owned, acquired, existing or arising:

- (a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on ***Schedule 1*** hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation and the termination of all commitments of Lenders, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Pages]

SECURED PARTY:

DEERPATH FUNDING, LP
a Delaware limited partnership,
as Agent

By: Deerpath Funding General Partner, Inc.
its general partner

By: Anish Bahl
Name: Anish Bahl
Title: Chief Financial Officer

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

This instrument was acknowledged before me on July 25th, 2012, by Anish Bahl, Chief Financial Officer of Deerpath Funding General Partner, Inc., a Delaware corporation, in its capacity as the general partner of Deerpath Funding, LP, a Delaware limited partnership, for and on behalf of such corporation in its capacity as the general partner of such limited partnership, and for the purpose and consideration herein stated.

Dorothea J. McCormick
Notary Public in and for the State of New York

DOROTHEA J MCCORMICK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC6157939
Qualified in New York County
Commission Expires December 11, 2014

Schedule 1

to

Patent and Trademark Security Agreement

Patents – None currently

Registered Trademarks and Applications for Registration of Trademarks

Mark	Reg. No.	Serial No.	Country
AsureSpace	Pending	85532569	USA
AsureForce	Pending	85532563	USA
ASURE SOFTWARE	3568332	77278226	USA

Material Unregistered Trademarks

Asure
Asure logo (letter “a” inside a blue circle inside an icon)
Asureforce
Asurespace
Asure Software
Forgent
Forgent Networks
iEmployee
Meeting Room Manager
Netsimplicity

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT – ASURE SOFTWARE, INC.]