

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Epicor Software Corporation		05/29/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	200 Bay Street, P.O. Box 50, 12th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	Bank: CANADA		
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	200 Bay Street, P.O. Box 50, 12th Floor, Royal Bank Plaza, South Tower		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4321706	BUSINESS INSPIRED	
Registration Number:	4162432	DYNACHANGE	
Registration Number:	4121926	KNOWLEDGE YOUR WAY	
Serial Number:	85675136	PURELY RETAIL	
CORRESPONDENCE DATA			
Fax Number:			
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.			

OP \$1115.00 4321706

Email: daniel.cote@thomsonreuters.com
Correspondent Name: Zafoon Siddiqi, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Zafoon Siddiqi, Legal Assistant
--------------------	---------------------------------

Signature:	/daniel cote thomsonreuters/
------------	------------------------------

Date:	05/29/2013
-------	------------

Total Attachments: 9

source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif
source=Trademark Security Agreement#page8.tif
source=Trademark Security Agreement#page9.tif

ADDITIONAL NAMES OF RECEIVING PARTIES (In connection with Item 2 of Trademark
Recordation Form Cover Sheet):

Royal Bank of Canada, as Collateral Agent
200 Bay Street, P.O. Box 50, 12th Floor, Royal Bank Plaza, South Tower
Toronto, Ontario M5J 2W7
Canada

INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT

SUPPLEMENT NO. 4 (this "**Supplement**") dated as of May 29, 2013, to the Intellectual Property Security Agreement dated as of May 16, 2011 among EPICOR SOFTWARE CORPORATION (f/k/a EAGLE PARENT, INC.) (the "**Borrower**" and a "**Grantor**"), EGL HOLDCO, INC. ("**Holdings**"), the Subsidiaries of the Company from time to time party thereto and ROYAL BANK OF CANADA, as Collateral Agent (the "**Collateral Agent**") for the Secured Parties, is being entered into among the Collateral Agent and Borrower.

A. Reference is made to the Credit Agreement dated as of May 16, 2011 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, each Lender from time to time party thereto, Royal Bank of Canada, as Administrative Agent and Collateral Agent, and the other parties thereto, pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit to the Borrower and the Hedge Banks to enter into Secured Hedge Agreements upon the terms and subject to the conditions therein.

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

C. In connection with the Credit Agreement, the Borrower, Holdings and the other Grantors have entered into the Intellectual Property 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. Section 2.04(e) of the Intellectual Property Security Agreement provides that, from time to time, a Grantor will sign and deliver to the Collateral Agent an instrument in the form of this Supplement to grant a security interest in all issued or registered Patents (or published applications therefor), registered Trademarks (or applications therefor), and registered Copyrights to the extent such Intellectual Property is not covered by the Intellectual Property Security Agreement, or prior supplement(s) thereto, so signed and delivered by it.

Accordingly, the Collateral Agent and Borrower agree as follows:

SECTION 1. The Borrower 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 2. 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 Borrower, 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 shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 3. The Borrower hereby represents and warrants that set forth on Schedule I attached hereto is a true and correct schedule of the Collateral not previously scheduled in the Intellectual Property Security Agreement or a prior supplement thereto ("**New Collateral**").

SECTION 4. The Borrower hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Borrower's right, title and interest in and to the New Collateral, including:

- (a) the Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule I hereto;
- (b) the registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which applications are pending, in each case, as set forth in Schedule I hereto; and
- (c) the registrations of Copyrights (as defined in the Intellectual Property Security Agreement) and Copyrights for which applications are pending, in each case, as set forth in Schedule I hereto.

SECTION 5. The grant of a security interest in the New Collateral by the Borrower under this Supplement secures the payment of all Obligations of the Borrower 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 the payment of all amounts that constitute part of the secured Obligations and that would be owed by the Borrower 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 6. Grants, Rights and Remedies. This Supplement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. The Borrower 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 New Collateral are more fully set forth in the Intellectual Property 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 Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 7. The Borrower 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 with respect to United States Patents, United States registered Trademarks and Trademarks for which United States applications are pending, and United States registered Copyrights and pending applications therefor listed in Schedule I hereto.

SECTION 8. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 9. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 10. 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 Intellectual Property 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 11. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intellectual Property Security Agreement.

SECTION 12. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Intellectual Property Security Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the undersigned parties have duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

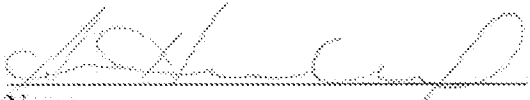
EPICOR SOFTWARE CORPORATION
as the Borrower and a Grantor

By: 

Name: Vincent Lowder

Title: Vice President

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: Ann Hurley
Title: Manager, Agency

SCHEDULE I
TO SUPPLEMENT NO. 4 TO THE
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property

Patents and Patent Applications

None.

Copyright Registrations

Owner	Title of Work	Country	Reg. No.
Epicor Software Corporation	Vision 9.4	US	TX 7633519
Epicor Software Corporation	Epicor 9.05.700	US	TX7576532
Epicor Software Corporation	Epicor 9.05.700 Manuals and Documentation	US	TX7658050
Epicor Software Corporation	Epicor 9.04 Manuals and Documentation	US	TX7658051
Epicor Software Corporation	Epicor 9.05 Manuals and Documentation	US	TX658052
Epicor Software Corporation	Epicor 9.04.500	US	TX7661295
Epicor Software Corporation	Prophet 21, Version 12.8	US	TX7540861
Epicor Software Corporation	Prophet 21, Version 12.9	US	TX7600268
Epicor Software Corporation	Activant Prophet 21, Version 12.4	US	TX7333296
Epicor Software Corporation	Vision 9.3	US	TX7363507
Epicor Software Corporation	B2B Seller, Version 5.9	US	TX7365232

Trademark Applications and Registrations

Registered Owner	Mark	Country	Reg. No.	Status
Epicor Software Corporation	BUSINESS INSPIRED	US	4,321,706	Registered
Epicor Software Corporation	DYNACHANGE	US	4,162,432	Registered

Epicor Software Corporation	KNOWLEDGE YOUR WAY	US	4,121,926	Registered
Epicor Software Corporation	PURELY RETAIL	US	85675136 (Serial No.)	Application Filed