

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--------------------------------------|----------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Accruent, LLC | | 11/25/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Babson Capital Finance LLC, as agent | | |
| Street Address: | 30 South Wacker | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4051645 | ACCRUENT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3125585700 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 312 558-6352 | | |
| Email: | lkonrath@winston.com | | |
| Correspondent Name: | Laura Konrath | | |
| Address Line 1: | 35 W Wacker Drive | | |
| Address Line 2: | Winston & Strawn LLP, Suite 4200 | | |
| Address Line 4: | Chicago, ILLINOIS 60601 | | |
| ATTORNEY DOCKET NUMBER: | 14044-20 | | |
| NAME OF SUBMITTER: | Laura Konrath | | |
| Signature: | /Laura Konrath/ | | |

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Date:

12/04/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of November 25, 2013, is made by Accruent, LLC, a Delaware limited liability company ("Grantor"), in favor of Babson Capital Finance LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

Grantor has executed and delivered a Guaranty and Security Agreement, dated as of November 25, 2013, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"). Grantor has pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Administrative Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and 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. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

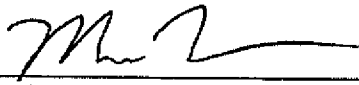
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ACCRUENT, LLC, as Grantor

By: 
Name: Mark Friedman
Title: Chief Executive Officer

BABSON CAPITAL FINANCE LLC,
as Administrative Agent

By: Babson Capital Management, LLC
Its: Manager

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ACCRUENT, LLC, as Grantor

By: _____
Name: _____
Title: _____

BABSON CAPITAL FINANCE LLC,
as Administrative Agent

By: B.C. Baldwin
Name: Brian C. Baldwin
Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

| Grantor | Trademark Title | Trademark Application / Registration Number | Date of Registration |
|---------------|-----------------|---|----------------------|
| Accruent, LLC | ACCRUENT | 4051645 | 11/08/2011 |