

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
PHNTM Holdings, Inc.		12/18/2013	CORPORATION: DELAWARE
Planview, Inc., as successor by merger of PHNTM Merger Sub, Inc.		12/18/2013	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3196839	PLANVIEW ENTERPRISE
Registration Number:	3196840	PLANVIEW ENTERPRISE
Registration Number:	3196842	PLANVIEW ENTERPRISE
Registration Number:	3222217	PLANVIEW ENTERPRISE
Registration Number:	3224708	PLANVIEW PRISMS
Registration Number:	3224709	PLANVIEW PRISMS
Registration Number:	3196843	PLANVIEW PRISMS
Registration Number:	3222220	PLANVIEW PRISMS
Registration Number:	2020657	PLANVIEW
Registration Number:	3242401	PLANVIEW
Registration Number:	3242432	PLANVIEW
Registration Number:	3233492	PLANVIEW
Registration Number:	3223116	PLANVIEW

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Registration Number:	3621936	PLANVIEW
Registration Number:	3621937	PLANVIEW
Registration Number:	3621938	PLANVIEW
Registration Number:	3621939	PLANVIEW
Registration Number:	1837249	BUSINESS ENGINE
Registration Number:	1827924	BUSINESS ENGINE
Registration Number:	3932145	TAMING CHANGE
Registration Number:	3903549	PLANVIEW HORIZONS
Registration Number:	4357090	PLANVIEW OPENSUITE

CORRESPONDENCE DATA

Fax Number: 2027393001

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-739-5652

Email: chowell@morganlewis.com

Correspondent Name: Catherine R. Howell, Senior Paralegal

Address Line 1: 1111 Pennsylvania Ave., N.W.

Address Line 2: Morgan, Lewis & Bockius LLP

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:

058438-14-0505

NAME OF SUBMITTER:

Catherine R. Howell, Senior Paralegal

Signature:

/Catherine R. Howell/

Date:

12/18/2013

Total Attachments: 8

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EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 18th day of December, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 18, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, "Agent"), PHNTM HOLDINGS, INC., a Delaware corporation ("Parent"), PLANVIEW, INC., the successor by merger to PHNTM Merger Sub, Inc., a Texas corporation ("Planview"), and the Subsidiaries of Planview party hereto after the date hereof (such Subsidiaries, together with Planview, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 18, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group

and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other

electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PHNTM HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Lawrence Handen
Title: President

PLANVIEW, INC.,
as successor by merger of PHNTM Merger Sub, Inc.,
a Texas corporation

By: 
Name: Lawrence Handen
Title: President

[Signature page to Trademark Security Agreement]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 

Name: Brian Velardo
Its Authorized Signatory

[Signature page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	COUNTRY	OWNER	REG. NO. & DATE (SERIAL NO. & FILING DATE)
PLANVIEW ENTERPRISE	U.S.	Planview, Inc.	Reg. No. 3,196,839 January 9, 2007 (78/846,684 March 27, 2006)
PLANVIEW ENTERPRISE	U.S.	Planview, Inc.	Reg. No. 3,196,840 January 9, 2007 (78/846,765 March 27, 2006)
PLANVIEW ENTERPRISE	U.S.	Planview, Inc.	Reg. No. 3,196,842 January 9, 2007 (78/846,816 March 27, 2006)
PLANVIEW ENTERPRISE	U.S.	Planview, Inc.	Reg. No. 3,222,217 March 27, 2007 (78/846,846 March 27, 2006)
PLANVIEW PRISMS	U.S.	Planview, Inc.	Reg. No. 3,224,708 April 3, 2007 (78/846,867 March 27, 2006)
PLANVIEW PRISMS	U.S.	Planview, Inc.	Reg. No. 3,224,709 April 3, 2007 (78/846,908 March 27, 2006)
PLANVIEW PRISMS	U.S.	Planview, Inc.	Reg. No. 3,196,843 January 9, 2007 (78/846,930 March 27, 2006)
PLANVIEW PRISMS	U.S.	Planview, Inc.	Reg. No. 3,222,220 March 27, 2007 (78/846,943 March 27, 2006)
PLANVIEW	U.S.	Planview, Inc.	Reg. No. 2,020,657 December 3, 1996 (75/019,261 November 15, 1995)
PLANVIEW	U.S.	Planview, Inc.	Reg. No. 3,242,401 May 15, 2007 (78/937,123 July 25, 2006)
PLANVIEW	U.S.	Planview, Inc.	Reg. No. 3,242,432 May 15, 2007 (78/938,030 July 26, 2006)

Trademark	COUNTRY	OWNER	REG. NO. & DATE (SERIAL NO. & FILING DATE)
PLANVIEW	U.S.	Planview, Inc.	Reg. No. 3,233,492 April 24, 2007 (78/937,143 July 25, 2006)
PLANVIEW	U.S.	Planview, Inc.	Reg. No. 3,223,116 March 27, 2007 (78/937,167 July 25, 2006)
PLANVIEW & Design	U.S.	Planview, Inc.	Reg. No. 3,621,936 May 19, 2009 (77/483,745 May 27, 2008)
PLANVIEW & Design	U.S.	Planview, Inc.	Reg. No. 3,621,937 May 19, 2009 (77/483,801 May 27, 2008)
PLANVIEW & Design	U.S.	Planview, Inc.	Reg. No. 3,621,938 May 19, 2009 (77/483,820 May 27, 2008)
PLANVIEW & Design	U.S.	Planview, Inc.	Reg. No. 3,621,939 May 19, 2009 (77/483,838 May 27, 2008)
BUSINESS ENGINE	U.S.	Planview, Inc.	Reg. No. 1,837,249 May 17, 1994 (SN 74,312171 September 9, 1992)
BUSINESS ENGINE	U.S.	Planview, Inc.	Reg. No. 1,827,924 March 22, 1994 (SN 74/312,168 September 9, 1992)
TAMING CHANGE	U.S.	Planview, Inc.	Reg. No. 3,932,145 March 15, 2011 (77/876,549 November 19, 2009)
PLANVIEW HORIZONS	U.S.	Planview, Inc.	Reg. No. 3,903,549 January 11, 2011 (85/037,855 May 13, 2010)
PLANVIEW OPENSUITE	U.S.	Planview, Inc.	Reg. No. 4,357,090 June 25, 2013 (85/733,711 September 20, 2012)

Common Law Trademarks

None.

Trademarks Not Currently In Use

Trademarks with registration numbers 3232899, 3241775 and 3241776. The company is allowing them to expire or be cancelled.