

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LIEN		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MRI Software LLC		02/04/2014	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as collateral agent for the secured parties		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	New York State-chartered bank: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3048971	MRI	
Registration Number:	2745698	NETSOURCE	
Registration Number:	2745713	NETSOURCE	
Registration Number:	2880087	BOSTONPOST PROPERTY MANAGER	
Serial Number:	86013818	MRI SOFTWARE	
Serial Number:	86010307	MRI SOFTWARE	
Serial Number:	86054308	LEASEFLOW	
Serial Number:	86054294	LEASEFLOW	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	sbalusu@milbank.com		
Correspondent Name:	Suraj Balusu		

CH \$215.00 3048971

Address Line 1: Milbank, Tweed, Hadley & McCloy LLP
Address Line 2: One Chase Manhattan Plaza
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER: 30045.56200

NAME OF SUBMITTER: Suraj K. Balusu

Signature: /Suraj K. Balusu 65519/

Date: 02/04/2014

Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement dated as of February 4, 2014 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Goldman Sachs Bank USA, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain first lien credit agreement, dated as of February 4, 2014 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among MRI Software LLC, a Delaware limited liability company (the "Borrower"), MRI Intermediate Holdings II LLC, a Delaware limited liability company ("Holdings"), certain subsidiaries of Holdings from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a First Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. The Collateral Agent shall, as and when required by Section 10.4 of the Security Agreement, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS

MRI SOFTWARE LLC

By: William L. Roselli, III

Name: William L. Roselli, III

Title: Chief Financial Officer

VAULTWARE, LLC

By: William L. Roselli, III

Name: William L. Roselli, III

Title: Treasurer

WORKSPEED HOLDINGS, LLC

By: William L. Roselli, III

Name: William L. Roselli, III

Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: Charles D. Johnston
Authorized Signatory
Charles D. Johnston
Authorized Signatory

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005208 FRAME: 0359

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
MRI Software LLC	3048971	MRI
MRI Software LLC	2745698	NETSOURCE
MRI Software LLC	2745713	NETSOURCE (DESIGN)
Vaultware, LLC	2789606	VAULTWARE
Workspeed Holdings, LLC	2545239	WORKSPEED
MRI Software LLC	2880087	BOSTONPOST PROPERTY MANAGER
Vaultware, LLC	3684292	PADZING
MRI Software LLC	796110 (Benelux)	MRI
Workspeed Holdings, LLC	845531 (Australia)	WORKSPEED

United States Trademark Applications:

OWNER	APPLICATION NUMBER / FILING DATE	REGISTRATION NUMBER	TITLE
MRI Software LLC	86013818 18-Jul-2013	Pending	MRI SOFTWARE
MRI Software LLC	86010307 15-Jul-2013	Pending	MRI SOFTWARE
MRI Software LLC	86054308 3-Sep-2013	Pending	LEASEFLOW
MRI Software LLC	86054294 3-Sep-2013	Pending	LEASEFLOW