

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
MRI SOFTWARE LLC		02/04/2014	LIMITED LIABILITY COMPANY: DELAWARE
VAULTWARE, LLC		02/04/2014	LIMITED LIABILITY COMPANY: DELAWARE
WORKSPEED HOLDINGS, LLC		02/04/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent
Street Address:	6011 Connection Drive
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3048971	MRI
Registration Number:	2745698	NETSOURCE
Registration Number:	2745713	NETSOURCE
Registration Number:	2789606	VAULTWARE
Registration Number:	2545239	WORKSPEED
Registration Number:	2880087	BOSTONPOST PROPERTY MANAGER
Registration Number:	3684292	PADZING
Serial Number:	86013818	MRI SOFTWARE
Serial Number:	86010307	MRI SOFTWARE
Serial Number:	86054308	LEASEFLOW
Serial Number:	86054294	LEASEFLOW

TRADEMARK

CORRESPONDENCE DATA

Fax Number: 3128637806

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

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6262.012
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	02/05/2014
Total Attachments: 5 source=MRI Trademark Security Agreement##page1.tif source=MRI Trademark Security Agreement##page2.tif source=MRI Trademark Security Agreement##page3.tif source=MRI Trademark Security Agreement##page4.tif source=MRI Trademark Security Agreement##page5.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second 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 Specialty Lending Group, L.P., in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain second 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.

WITNESSETH:

WHEREAS, the Pledgors are party to a Second 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.

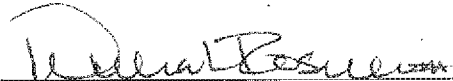
SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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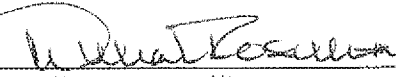
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS

MRI SOFTWARE LLC

By: 
Name: William L. Roselli, III
Title: Chief Financial Officer

VAULTWARE, LLC

By: 
Name: William L. Roselli, III
Title: Treasurer

WORKSPEED HOLDINGS, LLC

By: 
Name: William L. Roselli, III
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

**GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.,**
as Collateral Agent

By: 

Name: Justin Betzen

Title: Senior Vice President

[Signature Page to Second Lien Trademark Security Agreement]

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