

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Intellectual Property (Senior Notice)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BCD Software, LLC		07/26/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Harbert Mezzanine Partners II SBIC, L.P., as Collateral Agent		
Street Address:	2100 Third Avenue North		
Internal Address:	Suite 600		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35203		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86052202	CLEARPATH	
Serial Number:	86049035	PRESTO	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	020160.000021		
NAME OF SUBMITTER:	John E. Slaughter		

OP \$65.00 86052202

Signature:	/John E. Slaughter/
Date:	02/26/2014
Total Attachments: 4 source=NGSI-IP (T) - Senior BCD#page1.tif source=NGSI-IP (T) - Senior BCD#page2.tif source=NGSI-IP (T) - Senior BCD#page3.tif source=NGSI-IP (T) - Senior BCD#page4.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
INTELLECTUAL PROPERTY

United States Patent and Trademark Office

Ladies and Gentlemen:

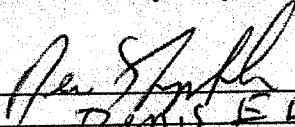
Please be advised that pursuant to the Amended and Restated Security and Pledge Agreement dated as of July 26, 2012 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") the Lenders from time to time party thereto and Harbert Mezzanine Partners II SBIC, L.P., a Delaware limited partnership, as collateral agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the intellectual property shown on Schedule 1 hereto to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations.

The Grantors and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the intellectual property shown on Schedule 1 hereto (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of such intellectual property.

[Remainder of page intentionally left blank – Signature page to follow]

Very truly yours,

BCD SOFTWARE, LLC,
a Delaware limited liability company

By: 
Name: Denis E. Lipjak
Title: SV PFCFO

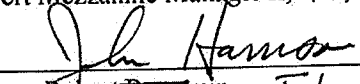
Acknowledged and Accepted:

HARBERT MEZZANINE PARTNERS II SBIC, L.P., a Delaware limited partnership as Collateral Agent

By: HMP II SBIC GP, LLC, its General Partner

By: Harbert Mezzanine Partners II GP, LLC, its Sole Manager

By: Harbert Mezzanine Manager II, Inc., its Sole Manager

By: 
Name: Robert Bourquin John Harrison
Title: Vice President

Schedule 1

**BCD Software, LLC
(Delaware limited liability company)**

U.S. Trademarks

Pending Applications

Mark	Appl. No.	Filing Date
CLEARPATH	86052202	08/30/13
PRESTO	86049035	08/27/13