

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	APPOINTMENT OF SUCCESSOR AGENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHATHAM CREDIT MANAGEMENT III, LLC		01/24/2014	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	EMPOWER CONDUIT, LLC		
Street Address:	c/o Empower Software Intermediate Holdings LLC		
Internal Address:	225 E. Robinson Street, Suite 240		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32801		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3886885	EMPOWER SOFTWARE SOLUTIONS	
Registration Number:	4388334	EMPOWERTAX	
Serial Number:	77717300	EMPOWERPAY	
CORRESPONDENCE DATA			
Fax Number:	2124464800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	12620-1		

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NAME OF SUBMITTER:	Susan Zablocki
Signature:	/susan zablocki/
Date:	03/03/2014
Total Attachments: 7 source=Empower executed 1-24-14 Appointment of Successor Agent#page1.tif source=Empower executed 1-24-14 Appointment of Successor Agent#page2.tif source=Empower executed 1-24-14 Appointment of Successor Agent#page3.tif source=Empower executed 1-24-14 Appointment of Successor Agent#page4.tif source=Empower executed 1-24-14 Appointment of Successor Agent#page5.tif source=Empower executed 1-24-14 Appointment of Successor Agent#page6.tif source=Empower executed 1-24-14 Appointment of Successor Agent#page7.tif	

APPOINTMENT OF SUCCESSOR AGENT

This APPOINTMENT OF SUCCESSOR AGENT (this "Agreement"), is entered as of January 24, 2014, by and between CHATHAM CREDIT MANAGEMENT III, LLC (as "Resigning Agent"), and EMPOWER CONDUIT, LLC (as "Successor Agent").

RECITALS:

WHEREAS, reference is hereby made to that certain Loan Agreement dated as of January 25, 2011 (as previously amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among (a) EMPOWER SOFTWARE HOLDINGS, LLC, a Delaware limited liability company ("Parent") solely for its performance obligations under Sections 6.2 and 6.4 of the Loan Agreement; EMPOWER SOFTWARE INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Holdco"); EMPOWER SOFTWARE SOLUTIONS, INC., a Delaware corporation ("Empower"); TESSERACT OPERATING LLC, a Delaware limited liability company ("Tesseract"); UNITIME SOFTWARE ACQUISITION LLC, a Delaware limited liability company ("Unitime"); BUSINESS ANALYTICS ACQUISITION LLC, a Delaware limited liability company ("BAC"); and FEDERAL LIAISON SERVICES LLC, a Delaware limited liability company ("FLS"; each of Empower, Tesseract, Unitime, BAC and FLS are referred to individually as a "Borrower" and collectively, the "Borrowers"), (b) Resigning Agent and (c) the Lenders which are parties thereto; all capitalized terms used herein but not defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement;

WHEREAS, reference is also hereby made to that certain Assignment and Assumption dated as of January 24, 2014 (the "Assignment Agreement"), by and among the Lenders which were parties to the Loan Agreement immediately prior to the execution of the Assignment Agreement (collectively, the "Assignors") and the Successor Agent (as the "Assignee");

WHEREAS, Resigning Agent desires to resign as "Agent" and "Chatham Agent" under the Loan Agreement and other Loan Documents; and

WHEREAS, Successor Agent desires to become the "Agent" and "Chatham Agent" under the Loan Agreement and other Loan Documents.

NOW THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

ARTICLE I

APPOINTMENT OF SUCCESSOR AGENT AND CHATHAM AGENT

1.1. Pursuant to Section 10.3(h) of the Loan Agreement, Resigning Agent hereby confirms the notification it provided to the Borrower Agent and Lenders on June 26, 2013, that it desires to resign as Agent and Chatham Agent under the Loan Agreement and the other Loan Documents, such resignation to be effective as of the Effective Date. By their signatures below, the Borrower Agent and Lenders acknowledge that they have received notice of such resignation. Pursuant to Section 10.3(h) of the Loan Agreement, the Assignee, which as a Lender, constitutes the Required Lenders, hereby appoints itself as successor Agent and Chatham Agent under the Loan Agreement and the other Loan Documents, such appointments to be effective as of the Effective Date, and Assignee hereby accepts such appointments. The Borrowers, Parent, the Resigning Agent and the Assignors agree to execute all documents, agreements, instruments and assignments that are necessary or as Successor Agent may reasonably request from time to time to evidence the Assignee's appointment as the successor Agent and Chatham Agent.

1.2. Effective as of the Effective Date:

(a) Resigning Agent, acting in its capacity as resigning Agent and resigning Chatham Agent under the Loan Agreement, hereby assigns (without representation, warranty or recourse) and delegates to Successor Agent, acting in its capacity as successor Agent and successor Chatham Agent under the Loan Agreement, all of the Resigning Agent's rights, remedies, duties and other obligations under the Loan Agreement and each of the other Loan Documents, including, without limitation, in its respective capacities as a secured party, grantee, mortgagee, beneficiary, assignee, pledgee and each other similar capacity, if any, in which the Resigning Agent was granted liens, security interests or other encumbrances on any real or personal property of any of the Borrowers, any other Loan Party or any other Person as security for all or any of the Obligations under the Loan Agreement and the other Loan Documents;

(b) Successor Agent hereby accepts such assignment and delegation and hereby assumes all of such duties and other obligations;

(c) As required pursuant to Section 10.3(h) of the Loan Agreement, any and all indemnity and exculpatory provisions of the Loan Documents shall inure to the benefit of the Resigning Agent as to any actions taken or omitted to be taken by it while it was Agent or Chatham Agent; and

(d) Each Obligor and Successor Agent hereby waives, releases and discharges Resigning Agent (in its capacity as "Agent" and a "Lender" under the Loan Agreement and the other Loan Documents) and each other Assignor (in such Person's capacity as a "Lender" under the Loan Agreement and the other Loan Documents) from any and all claims, demands, actions or causes of action in connection with the Loans, the other Obligations, any collateral security therefor, the Loan Agreement and the other Loan

Documents (excluding, in each of the foregoing cases, Resigning Agent's ownership of any and all equity interest of Empower Software Holdings, LLC), including all known and unknown matters, claims, transactions, or things occurring prior to the date of this Agreement in connection with the Loans, the other Obligations and any collateral security therefor (excluding, in each of the foregoing cases, Resigning Agent's ownership of any and all equity interest of Empower Software Holdings, LLC).

1.3. From and after the Effective Date, the Successor Agent shall have the same rights, remedies, duties and obligations, and the same benefits, in such capacities under the Loan Agreement and each of the other Loan Documents, as if it were the original Agent and/or Chatham Agent thereunder. Upon the Effective Date, each reference in the Loan Agreement and each of the other Loan Documents to "Agent" and/or "Chatham Agent" shall in each case mean and be a reference to Empower Conduit, LLC, acting in such capacity or capacities.

ARTICLE II

MISCELLANEOUS

2.1. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of to this Agreement by facsimile shall be effective as delivery of a manually executed original counterpart of this Assignment Agreement.

2.2 Each of the Borrowers, Parent, and Resigning Agent covenants and agrees that it will at any time and from time to time execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, documents and instruments as may be reasonably required by the Successor Agent in order to effectuate fully the intent of this Agreement (each at the sole cost and expense of the Borrowers).

2.3 In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court or governmental authority, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provisions hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

[remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by each of their duly authorized officers as of the date first set forth above.

Resigning Agent

**CHATHAM CREDIT MANAGEMENT
III, LLC, as Agent, and as Chatham Agent**

By: Chatham Capital Holdings, Inc.,

Its Manager

By: [Signature]
Name: Jeff Hayes
Title: Sr. Advisor

Successor Agent

EMPOWER CONDUIT, LLC

By: [Signature]
Name: MICHAEL J. HAYES
Title: SECRETARY

Acknowledged and Accepted:

BORROWERS:

EMPOWER SOFTWARE INTERMEDIATE HOLDINGS, LLC

By: [Signature]
Name: MICHAEL J. HAYES
Title: SECRETARY

EMPOWER SOFTWARE SOLUTIONS, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by each of their duly authorized officers as of the date first set forth above.

Resigning Agent

**CHATHAM CREDIT MANAGEMENT
III, LLC, as Agent, and as Chatham Agent**

By: Chatham Capital Holdings, Inc.,

Its Manager

By: [Signature]
Name: Jeffrey
Title: Sr. Associate

Successor Agent

EMPOWER CONDUIT, LLC

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

BORROWERS:

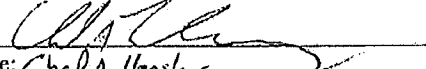
EMPOWER SOFTWARE INTERMEDIATE HOLDINGS, LLC

By: _____
Name: _____
Title: _____

EMPOWER SOFTWARE SOLUTIONS, INC.

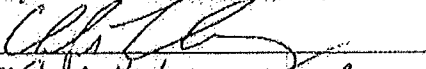
By: [Signature]
Name: Chad A. Hensley
Title: VP-Finance, Secretary & Treasurer

By Empower Software Solutions, Inc., its sole Member

By: 
Name: Chad A. Henstley
Title: EVP Finance, Secretary and Treasurer

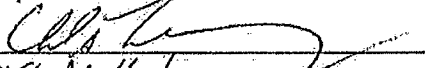
UNITIME SOFTWARE ACQUISITION LLC

By Empower Software Solutions, Inc., its sole Member

By: 
Name: Chad A. Henstley
Title: EVP Finance, Secretary and Treasurer

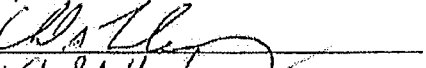
BUSINESS ANALYTICS ACQUISITION LLC

By Empower Software Solutions, Inc., its sole Member

By: 
Name: Chad A. Henstley
Title: EVP Finance, Secretary and Treasurer

FEDERAL LIAISON SERVICES LLC

By Empower Software Solutions, Inc., its sole Member

By: 
Name: Chad A. Henstley
Title: EVP Finance, Secretary and Treasurer

GUARANTOR:

EMPOWER SOFTWARE HOLDINGS, LLC

By: _____
Name:
Title:

By Empower Software Solutions, Inc., its sole Member

By: _____
Name:
Title:

UNITIME SOFTWARE ACQUISITION LLC

By Empower Software Solutions, Inc., its sole Member

By: _____
Name:
Title:

BUSINESS ANALYTICS ACQUISITION LLC

By Empower Software Solutions, Inc., its sole Member

By: _____
Name:
Title:

FEDERAL LIAISON SERVICES LLC

By Empower Software Solutions, Inc., its sole Member

By: _____
Name:
Title:

GUARANTOR:

EMPOWER SOFTWARE HOLDINGS, LLC

By: *Michael J. Hayes*
Name: *MICHAEL J. HAYES*
Title: *SECRETARY*