

## 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
SYNCSORT INCORPORATED		03/03/2014	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	GCI CAPITAL MARKETS LLC, as Administrative Agent		
Street Address:	551 MADISON AVENUE, 6TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85744435	DMX	
Registration Number:	4342743	NSB	
Registration Number:	4107626	MFX	
Registration Number:	3883617	BEX INSTANT VIRTUALIZATION	
Registration Number:	3854263	BEX	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
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		

OP \$140.00 85744435

ATTORNEY DOCKET NUMBER:	6483.012
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	03/07/2014
Total Attachments: 5 source=Synsort Trademark Security Agreement#page1.tif source=Synsort Trademark Security Agreement#page2.tif source=Synsort Trademark Security Agreement#page3.tif source=Synsort Trademark Security Agreement#page4.tif source=Synsort Trademark Security Agreement#page5.tif	

## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of March 3, 2014, by and between SYNCSORT INCORPORATED, a New Jersey corporation ("Grantor"), in favor of GCI CAPITAL MARKETS LLC, in its capacity as administrative agent for certain secured parties ("Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants (and reaffirms its prior grant to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Original Trademark Security Agreement) to Administrative Agent, for the benefit of the Secured Parties, a continuing priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the registered Trademarks and applications set forth on Schedule A hereto, and all proceeds and products thereof. Notwithstanding the foregoing, in no event shall Trademarks include any application for registration of a Trademark filed with the United States Patent and Trademark Office ("PTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest pledged.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related 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.

4. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

5. AMENDMENT AND RESTATEMENT. This Agreement amends and restates in its entirety that certain Trademark Security Agreement dated July 13, 2010 between the Grantor and Administrative Agent (the "Original Trademark Security Agreement"). Grantor hereby affirms the validity and enforceability of the security interests, obligations and liabilities granted or arising under the Original Trademark Security Agreement, which security interests, obligations and liabilities remain continuous and shall be governed by the terms of this Agreement from and following the date hereof. The execution and delivery of this Agreement shall not constitute a novation or repayment of the obligations under the Original Trademark Security Agreement, as modified herein.

*[Signature Pages Follow]*

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

SYNCSORT INCORPORATED

By:   
Name: STEPHAN R. LOYKA  
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

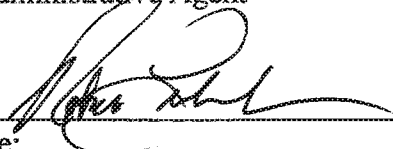
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SYNCSORT INCORPORATED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Schedule A

Registered Trademarks

Jur.	Mark	Reg. No.	Ser./App. No.	Filing Date	Reg. Date
US	SYNCSORT	1157917	73229097	9/27/1979	6/23/1981
US	PARASORT	2155075	74469435	12/14/1993	5/5/1998
US	BACKUP EXPRESS	2070604	74729469	9/15/1995	6/10/1997
US	FILEPORT	2070629	74735733	9/29/1995	6/10/1997
US	PIPESORT	2023810	75039990	1/3/1996	12/17/1996
US	VISUAL SYNCSORT	2427390	75603293	12/10/1998	2/6/2001
US	Sigma (Greek Symbol) & Design	2502544	75659389	3/12/1999	10/30/2001
US	BEX	3854263	77489938	6/3/2008	9/18/2010
US	BEX Instant Virtualization	3883617	77703472	3/31/2009	11/30/2010
US	DMEXPRESS	2961223	78295584	9/3/2003	6/7/2005
US	IRONCLUSTER		86112130		11/6/2013
US	DMX		85744435		10/3/2012
US	MFZ ZPCOPY		85871058		5/8/2013
US	NSB	4342743	85801937	12/13/2012	3/12/2013
US	MFZ	4107626	85210091	1/4/2011	3/6/2012
EC	DMEXPRESS		9070921	4/30/2010	
EC	FILEPORT		9071341	4/30/2010	
EC	BEX		9071391	4/30/2010	
EC	SYNCSORT		9071416	4/30/2010	
ES	SYNCSORT	1641664	1641664	6/7/1991	1/23/1992