

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309485

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accellos, Inc.		07/02/2014	CORPORATION: DELAWARE
HighJump Software Inc.		07/02/2014	CORPORATION: DELAWARE
HighJump Software I Ltd.		07/02/2014	CORPORATION: DELAWARE
PROFITsystems, Inc.		07/02/2014	CORPORATION: COLORADO
True Commerce, Inc.		07/02/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Golub Capital LLC, as Administrative Agent
Street Address:	666 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3531549	ACCELLOS
Registration Number:	2271556	PROPHECY
Registration Number:	2002996	PROPHECY
Registration Number:	2002960	SHIPPERPLUS
Registration Number:	3847408	VSHIP
Registration Number:	3097909	PROFITSYSTEMS
Serial Number:	86003324	RETAILVANTAGE
Registration Number:	3285446	HIGHJUMP
Registration Number:	2563157	HIGHJUMP SOFTWARE
Registration Number:	2780779	SUPPLY CHAIN ADVANTAGE
Registration Number:	2279810	VIRTUALCOOLER
Registration Number:	1879152	WAREHOUSE ADVANTAGE
Registration Number:	2966887	ROUTE ADMINISTRATOR
Registration Number:	2997016	POCKET ROUTEPAD
Registration Number:	2334141	TRUE COMMERCE

CH \$390.00 3531549

CORRESPONDENCE DATA**Fax Number:** 3129021061*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 312.577.8034**Email:** oscar.ruiz@kattenlaw.com**Correspondent Name:** Oscar Ruiz c/o Katten Muchin Rosenman**Address Line 1:** 525 West Monroe Street**Address Line 4:** Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-122
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NAME OF SUBMITTER:	Oscar Ruiz
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SIGNATURE:	/Oscar Ruiz/
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DATE SIGNED:	07/02/2014
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 2, 2014, is among each of the undersigned (collectively, the “Grantors”), in favor of GOLUB CAPITAL LLC, a Delaware limited liability company, as administrative agent (in such capacity, the “Grantee”), for the benefit of itself and the other Secured Parties under that certain Credit Agreement (as defined below). Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as defined below).

RECITALS

WHEREAS, Grantors own the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantors have entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, pursuant to which, among other things, Grantors have become obligated in respect of the Obligations; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantors, Grantee, and the other Persons party thereto as “Grantors” thereunder, each Grantor has granted to Grantee, for the benefit of itself and the other Secured Parties, a security interest in the Collateral of such Grantor including all right, title and interest of such Grantor in and to all now owned or existing and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any “intent to use” trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the U.S. Patent and Trademark Office), and all Proceeds thereof, in each case that constitute Collateral, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the payment of the Obligations, a continuing security interest in all of such Grantor’s right, title and interest in and to the following that constitute Collateral (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by such Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto;
- (2) all goodwill associated with or symbolized by each such Trademark; and
- (3) all products and Proceeds of the foregoing.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of any Grantor beyond the rights and obligations contained in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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 of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

This Trademark Security Agreement may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Trademark Security Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

ACCELLOS, INC.,
a Delaware corporation

By: Michael Cornell
Name: Michael Cornell
Title: Chief Executive Officer

HIGHJUMP SOFTWARE INC.,
a Delaware corporation

By: Michael Cornell
Name: Michael Cornell
Title: Chief Executive Officer

HIGHJUMP SOFTWARE I LTD.,
a Delaware corporation

By: Michael Cornell
Name: Michael Cornell
Title: Chief Executive Officer

PROFITSYSTEMS, INC.,
a Colorado corporation

By: Michael Cornell
Name: Michael Cornell
Title: President

TRUE COMMERCE, INC.,
a Delaware corporation

By: Michael Cornell
Name: Michael Cornell
Title: President

Acknowledged:

GOLUB CAPITAL LLC,
as Administrative Agent



By: 

Name: Robert G. Tuchscherer

Title: Managing Director

Schedule 1
to
Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademark	Trademark Status	Application #	Application Date	Registration #	Registration Date
Accellos, Inc.	ACCELLOS	Registered	77/049743	22-Nov-2006	3531549	11-Nov-2008
Accellos, Inc.	PROPHECY	Registered	75/384729	4-Nov-1997	2271556	24-Aug-1999
Accellos, Inc.	PROPHECY	Registered	74/737071	12-Sept-1995	2002996	24-Sept-1996
Accellos, Inc.	SHIPPERPLUS	Registered	74/735305	11-Sept-1995	2002960	24-Sept-1996
Accellos, Inc.	VSHIP	Registered	77/895970	17-Dec-2009	3847408	14-Sept-2010
PROFITsystems, Inc.		Registered	78642183	2-June-2005	3097909	30-May-2006
PROFITsystems, Inc.		Pending	86003324	5-July-2013	N/A	N/A
HighJump Software, Inc.	HIGHJUMP	Registered	77131845	15-Mar-2007	3285446	28-Aug-2007
HighJump Software, Inc.	HIGHJUMP SOFTWARE	Registered	76/083698	05-Jul-2000	2563157	23-Apr-2002
HighJump Software Inc.	SUPPLY CHAIN ADVANTAGE	Registered	78134083	07-Jun-2002	2780779	04-Nov-2003
HighJump Software I Ltd.	VIRTUALCOOLER	Renewed	75/297641	23-May-1997	2279810	21-Sep-1999
HighJump Software, Inc.	WAREHOUSE ADVANTAGE	Renewed	74/440537	27-Sep-1993	1879152	14-Feb-1995
HighJump Software Canada Inc.	ROUTE ADMINISTRATOR	Registered	78/401709	14-Apr-2004	2966887	12-July-2005
HighJump Software I Ltd.	POCKET ROUTEPAD	Registered	78/304031	23-Sep-2003	2997016	20-Sep-2005
True Commerce, Inc.	TRUE COMMERCE	Registered	28-Mar-2000	2334141	22-May-1997	75296467