

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM311284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Loftware, Inc.		07/18/2014	CORPORATION: MAINE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3720273	ENTERPRISE LABELING SOLUTIONS	
Registration Number:	3720274	ENTERPRISE LABELING SOLUTIONS	
Registration Number:	2982451	I-PULL	
Registration Number:	2986673	I-PUSH	
Registration Number:	3761687		
Registration Number:	3726308		
Registration Number:	2309051		
Registration Number:	2325785		
Registration Number:	1797674	LLM	
Registration Number:	2112055	LLM-WIN	
Registration Number:	1514483	LOFTWARE	
Registration Number:	1827853	LOFTWARE	
Registration Number:	2970430	LOFTWARE CONNECTOR	
Registration Number:	3761685	LOFTWARE ENTERPRISE LABELING SOLUTIONS	
Registration Number:	3761686	LOFTWARE ENTERPRISE LABELING SOLUTIONS	
Registration Number:	3034534	LOFTWARE PRINT SERVER	
Registration Number:	4313792	LOFTWARE SPECTRUM	
Registration Number:	3710351	LOFTWARE WEB SERVICES	
Registration Number:	3710353	LOFTWARE WEB SERVICES	
Registration Number:	3883362	LOFTWARE WEBACCESS	
TRADEMARK			

OP \$615.00 3720273

Property Type	Number	Word Mark
Registration Number:	3743686	LOFTWARE WEBACCESS
Registration Number:	3297797	LPS
Registration Number:	4032020	LWA
Registration Number:	4395742	

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F150864
NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	07/21/2014

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of July 18, 2014, is entered into by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "**Grantors**") and **SILICON VALLEY BANK** (the "**Assignee**"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of July 18, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Guarantee and Collateral Agreement**"), among the Assignee, the Grantors and certain of the Grantors' affiliates, and (ii) that certain Credit Agreement, dated as of July 18, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Credit Agreement**"), between, among others, certain of the Grantors, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 

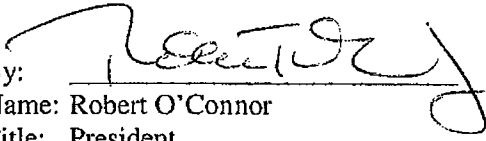
Name: MICHAEL J. FELL

Title: MANAGING DIRECTOR

[Signature Page to Trademark Security Agreement]

GRANTORS:

SOFTWARE, INC.








By: 
Name: Robert O'Connor
Title: President








[Signature Page to Trademark Security Agreement]







TRADEMARK
REEL: 005326 FRAME: 0231







SCHEDULE A

Trademark Registrations and Applications for Registration.*

Trademark	Country	Application No./Registration No.
LOFTWARE	Australia	827146
 LOFTWARE ENTERPRISE LABELING SOLUTIONS	Australia	980180
LOFTWARE SPECTRUM	Australia	1514205
LWA	Australia	997838
LOFTWARE	Benelux	827146
	Brazil	829352139
LOFTWARE	Brazil	829352147
LOFTWARE	Canada	1572777**
 LOFTWARE ENTERPRISE LABELING SOLUTIONS	Canada	TMA806945
LOFTWARE SPECTRUM	Canada	1572774**
LOFTWARE	China	827146
 LOFTWARE ENTERPRISE LABELING SOLUTIONS	China	980180
LOFTWARE SPECTRUM	China	1126580
LOFTWARE	CTM	827146
 LOFTWARE ENTERPRISE LABELING SOLUTIONS	CTM	980180
LOFTWARE SPECTRUM	CTM	1126580
LWA	CTM	997838
	Egypt	205633**
LOFTWARE	Egypt	205632**
LOFTWARE	France	827146
LOFTWARE	Germany	827146
	Hong Kong	300929935
LOFTWARE	Hong Kong	300929926
LOFTWARE	India	1596871

	India	1767452
	Indonesia	IDM000201781
LOFTWARE	Indonesia	IDM000201780
LOFTWARE	Ireland	827146
	Israel	203185
LOFTWARE	Israel	203184
LOFTWARE SPECTRUM	Israel	1126580
LOFTWARE	Japan	827146
	Japan	980180
LOFTWARE SPECTRUM	Japan	1126580
	Malaysia	08015954
LOFTWARE	Malaysia	07015955
LOFTWARE	Mexico	1296458
LOFTWARE SPECTRUM	Mexico	1301300
LOFTWARE	Republic of South Korea	827146
LOFTWARE SPECTRUM	Republic of South Korea	1126580**
LOFTWARE	Russian Federation	827146
LOFTWARE SPECTRUM	Russian Federation	1126580
	Saudi Arabia	1010/36
LOFTWARE	Saudi Arabia	1010/35
LOFTWARE	Singapore	827146
	Singapore	980180

SOFTWARE SPECTRUM	Singapore	T1213672A
LWA	Singapore	997838
	South Africa	2007/19907
SOFTWARE	South Africa	2007/19906
SOFTWARE	Switzerland	827146
SOFTWARE SPECTRUM	Switzerland	1126580
	Taiwan	1318070
SOFTWARE	Taiwan	1312416
	Thailand	TM295306
SOFTWARE	Thailand	TM295305
	United Arab Emirates	92563
SOFTWARE	United Arab Emirates	92562
SOFTWARE	United Kingdom	2196320
ENTERPRISE LABELING SOLUTIONS	U.S.A.	3720273
ENTERPRISE LABELING SOLUTIONS	U.S.A.	3720274
I-PULL	U.S.A.	2982451
I-PUSH	U.S.A.	2986673
	U.S.A.	3761687
	U.S.A.	3726308

	U.S.A.	2309051
	U.S.A.	2325785
LLM	U.S.A.	1797674
LLM-WIN	U.S.A.	2112055
SOFTWARE	U.S.A.	1514483
SOFTWARE	U.S.A.	1827853
SOFTWARE CONNECTOR	U.S.A.	2970430
 SOFTWARE ENTERPRISE LABELING SOLUTIONS	U.S.A.	3761685
 SOFTWARE ENTERPRISE LABELING SOLUTIONS	U.S.A.	3761686
SOFTWARE PRINTER SERVER	U.S.A.	3034534
SOFTWARE SPECTRUM	U.S.A.	4313792
SOFTWARE WEB SERVICES	U.S.A.	3710351
SOFTWARE WEB SERVICES	U.S.A.	3710353
SOFTWARE WEB ACCESS	U.S.A.	3883362
SOFTWARE WEB ACCESS	U.S.A.	3743686
LPS	U.S.A.	3297797
LWA	U.S.A.	4032020
	U.S.A.	4395742
SOFTWARE	WIPO	827146
 SOFTWARE ENTERPRISE LABELING SOLUTIONS	WIPO	980180
SOFTWARE SPECTRUM	WIPO	1126580
LWA	WIPO	997838

*Software, Inc. permitted both International Trademark Registration No. 826767 and Indian Trademark Registration No. 914160 to lapse.

**Application for registration.