

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315877

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------------|----------|----------------|------------------------------|
| Four Rivers Software Systems, Inc. | | 08/29/2014 | CORPORATION: PENNSYLVANIA |

RECEIVING PARTY DATA

| | |
|------------------------|--------------------------------------|
| Name: | Babson Capital Finance LLC, as agent |
| Street Address: | 30 S. Wacker |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------------------|
| Registration Number: | 1860697 | FOUR RIVERS |
| Registration Number: | 1471300 | TMS |
| Registration Number: | 1527856 | TOTAL MAINTENANCE SYSTEM |
| Registration Number: | 1278323 | TMS |
| Registration Number: | 2922963 | HARNESSING THE POWER OF INFORMATION |
| Registration Number: | 2979658 | TMS ENTERPRISE |
| Registration Number: | 2922965 | TMS LOCATOR |
| Registration Number: | 2993283 | TMS MOBILE |
| Registration Number: | 2993282 | TMS ONLINE |
| Registration Number: | 2922962 | TMS WORKGROUP |
| Registration Number: | 3264553 | FOUR RIVERS SOFTWARE SYSTEMS |

CORRESPONDENCE DATA

Fax Number: 3125585700

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: 312 558-6352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath

Address Line 1: 35 W Wacker Drive

Address Line 2: Winston & Strawn LLP, Suite 4200

TRADEMARK

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 14044-20

NAME OF SUBMITTER: Laura Konrath

SIGNATURE: /Laura Konrath/

DATE SIGNED: 09/03/2014

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of August 29, 2014, is made by Four Rivers Software Systems, Inc., a Pennsylvania corporation ("Grantor"), in favor of Babson Capital Finance LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

Grantor has executed and delivered a Guaranty and Security Agreement, dated as of November 25, 2013, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"). Grantor has pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Administrative Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

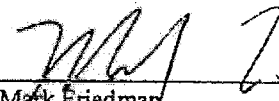
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

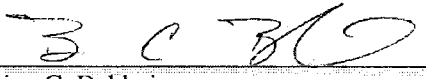
FOUR RIVERS SOFTWARE SYSTEMS, INC., as
Grantor

By: 
Name: Mark Friedman
Title: Chief Executive Officer

Signature Page Trademark Security Agreement

TRADEMARK
REEL: 005355 FRAME: 0771

BABSON CAPITAL FINANCE LLC,
as Administrative Agent

By: 
Name: Brian C. Baldwin
Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

| <u>Grantor</u> | <u>Trademark Title</u> | <u>Trademark Application Number</u> | <u>Trademark Registration Number</u> | <u>Date of Application</u> | <u>Date of Registration</u> |
|------------------------------------|---|-------------------------------------|--------------------------------------|----------------------------|-----------------------------|
| Four Rivers Software Systems, Inc. | FOUR RIVERS (Stylized) | 74/347,003 | 1,860,697 | 01/11/93 | 11/01/94 |
| Four Rivers Software Systems, Inc. | TMS | 73/659,928 | 1,471,300 | 05/11/87 | 01/05/88 |
| Four Rivers Software Systems, Inc. | TOTAL MAINTENANCE SYSTEM | 73/659,929 | 1,527,856 | 05/11/87 | 03/07/89 |
| Four Rivers Software Systems, Inc. | TMS | 73/373,546 | 1,278,323 | 07/08/82 | 05/15/84 |
| Four Rivers Software Systems, Inc. | HARNESSING THE POWER OF INFORMATION | 78/338,018 | 2,922,963 | 12/08/03 | 02/01/05 |
| Four Rivers Software Systems, Inc. | TMS ENTERPRISE | 78/338,030 | 2,979,658 | 12/08/03 | 07/26/05 |
| Four Rivers Software Systems, Inc. | TMS LOCATOR | 78/338,040 | 2,922,965 | 12/08/03 | 02/01/05 |
| Four Rivers Software Systems, Inc. | TMS MOBILE | 78/345,197 | 2,993,283 | 12/23/03 | 09/06/05 |
| Four Rivers Software Systems, Inc. | TMS ONLINE | 78/345,181 | 2,993,282 | 12/23/03 | 09/06/05 |
| Four Rivers Software Systems, Inc. | TMS WORKGROUP | 78/338,010 | 2,922,962 | 12/08/03 | 02/01/05 |
| Four Rivers Software Systems, Inc. | FOUR RIVERS SOFTWARE SYSTEMS (& design) | 78/826,603 | 3,264,553 | 03/01/06 | 07/17/07 |

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.