

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324123

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Appriss Inc.		11/21/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GCI Capital Markets LLC, as Second Lien Administrative Agent		
Street Address:	c/o Golub Capital Incorporated, 666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3086457	ALERTXPRESS	
Registration Number:	2533888	APPRISS	
Registration Number:	3958442	CHOICE	
Registration Number:	3714972	CJCONNECT	
Registration Number:	3737634	DATABRIDGE	
Registration Number:	3746290	EBATCH	
Registration Number:	2957186	JUSTICEXCHANGE	
Registration Number:	4168689	M MONEYTRACK AUTOMATED MONEY SERVICE COM	
Registration Number:	3225958	METHCHECK	
Registration Number:	4399414	MOBILE PATROL	
Registration Number:	4172395	MONEYTRACK	
Registration Number:	3905312	NPLEX	
Registration Number:	3831046	OFFENDER ACCOUNTABILITY ALERTING	
Registration Number:	3863276	OFFENDERNET	
Registration Number:	3858466	REGISTRATION LINK	
Registration Number:	4207136	RISKCHECKNOW	
Registration Number:	3471464	SONAR	
Registration Number:	3833150	SURVEY SOLUTIONS	
Registration Number:	1985527	VINE	
Registration Number:	3821183	VINE PROTECTIVE ORDER	
TRADEMARK			

CH \$565.00 3086457

Property Type	Number	Word Mark
Registration Number:	3131240	VINE PROTECTIVE ORDER
Registration Number:	3082633	VINELINK

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:	337968-142
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	11/24/2014

Total Attachments: 6
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF ANY COLLATERAL DOCUMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT THEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF NOVEMBER 21, 2014 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG GCI CAPITAL MARKETS LLC, AS FIRST LIEN AGENT, AND GCI CAPITAL MARKETS LLC, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT OR ANY COLLATERAL DOCUMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 21, 2014, is between **APPRISS INC.**, a Delaware corporation (the "Grantor"), in favor of **GCI CAPITAL MARKETS LLC**, a Delaware limited liability company, as administrative agent (in such capacity, together with its successors and assigns, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Second Lien Trademark Security Agreement shall have the meanings assigned to such terms in the Second Lien Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Second Lien Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Second Lien Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned 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 with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (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 (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office) owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Second Lien Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Second Lien Security Agreement. 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 Second Lien 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 Second Lien Trademark Security Agreement and the Second Lien Security Agreement, the Second Lien Security Agreement shall govern.

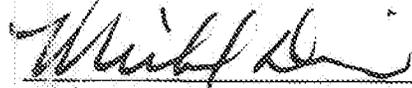
Upon the occurrence of the Termination Date, the Grantee shall, at Grantor's expense, execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Second Lien Trademark Security Agreement.

[Remainder of page intentionally left blank; signature pages follow.]

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

APPRISS INC., a Delaware corporation

By:



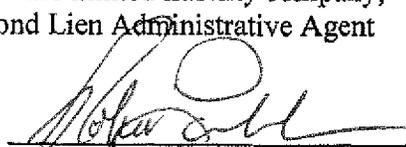
Name: Michael Davis

Title: Chief Executive Officer and
President

Acknowledged:

GCI CAPITAL MARKETS LLC,
a Delaware limited liability company,
as Second Lien Administrative Agent

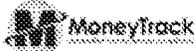
By:


Name: Robert G. Tuhscherer

Title: Managing Director

Schedule 1
to
Second Lien Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/ Company
ALERTXPRESS	78-433883	June 11, 2004	3,086,457	April 25, 2006	Appriss Inc. (Delaware Corp.)
APPRISS	76-136787	September 28, 2000	2,533,888	January 29, 2002	Appriss Inc. (Delaware Corp.)
CHOICE CHOICE	77-739057	May 18, 2009	3,958,442	May 10, 2011	Appriss Inc. (Delaware Corp.)
CJCONNECT CJCONNECT	77-724930	April 29, 2009	3,714,972	November 24, 2009	Appriss Inc. (Delaware Corp.)
DATABRIDGE DATABRIDGE	77-431595	March 26, 2008	3,737,634	January 12, 2010	Appriss Inc. (Delaware Corp.)
EBATCH EBATCH	77-747934	May 29, 2009	3,746,290	February 9, 2010	Appriss Inc. (Delaware Corp.)
JUSTICEXCHANGE	78-382212	March 11, 2004	2,957,186	May 31, 2005	Appriss Inc. (Delaware Corp.)
M MONEYTRACK AUTOMATED MONEY SERVICE COMPLIANCE and Design 	85-183207	November 23, 2010	4,168,689	July 3, 2012	Appriss Inc. (Delaware Corp.)
METHCHECK METHCHECK	78-721045	September 27, 2005	3,225,958	April 3, 2007	Appriss Inc. (Delaware Corp.)
MOBILE PATROL MOBILE PATROL	85-831395	January 24, 2013	4,399,414	September 10, 2013	Appriss Inc. (Delaware Corp.)
MONEYTRACK MONEYTRACK	85-182280	November 22, 2010	4,172,395	July 10, 2012	Appriss Inc. (Delaware Corp.)
NPLEX NPLEX	77-825800	September 14, 2009	3,905,312	January 11, 2011	Appriss Inc. (Delaware Corp.)

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/ Company
OFFENDER ACCOUNTABILITY ALERTING <small>OFFENDER ACCOUNTABILITY ALERTING</small>	77-884992	December 3, 2009	3,831,046	August 10, 2010	Appriss Inc. (Delaware Corp.)
OFFENDERNET OFFENDERNET	77-942082	February 23, 2010	3,863,276	October 19, 2010	Appriss Inc. (Delaware Corp.)
REGISTRATION LINK <small>REGISTRATION LINK</small>	77-739063	May 18, 2009	3,858,466	October 5, 2010	Appriss Inc. (Delaware Corp.)
RISKCHECKNOW RISKCHECKNOW	85-325931	May 20, 2011	4,207,136	September 11, 2012	Appriss Inc. (Delaware Corp.)
SONAR SONAR	77-344282	December 5, 2007	3,471,464	July 22, 2008	Appriss Inc. (Delaware Corp.)
SURVEY SOLUTIONS <small>SURVEY SOLUTIONS</small>	77-733404	May 11, 2009	3,833,150	August 10, 2010	Appriss Inc. (Delaware Corp.)
VINE	74-698729	July 10, 1995	1,985,527	July 9, 1996	Appriss Inc. (Delaware Corp.)
VINE PROTECTIVE ORDER <small>VINE PROTECTIVE ORDER</small>	77-884994	December 3, 2009	3,821,183	July 20, 2010	Appriss Inc. (Delaware Corp.)
VINE PROTECTIVE ORDER <small>VINE PROTECTIVE ORDER</small>	78-621233	May 2, 2005	3,131,240	August 15, 2006	Appriss Inc. (Delaware Corp.)
VINELINK VINELINK	78-621239	May 2, 2005	3,082,633	April 18, 2006	Appriss Inc. (Delaware Corp.)

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.