

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM328237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Epicor Software Corporation		01/05/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	200 Bay Street, P.O. Box 50, 12th Floor, Royal Bank Plaza, South Tower		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5J2W7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86199487	EAGLE N SERIES	
Serial Number:	86420711	VISION	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	01/07/2015		
Total Attachments: 9			
source=Trademark Security Agmt No 7 (clean)#page1.tif			
source=Trademark Security Agmt No 7 (clean)#page2.tif			
source=Trademark Security Agmt No 7 (clean)#page3.tif			
source=Trademark Security Agmt No 7 (clean)#page4.tif			
source=Trademark Security Agmt No 7 (clean)#page5.tif			

OP \$65.00 86199487

source=Trademark Security Agmt No 7 (clean)#page6.tif

source=Trademark Security Agmt No 7 (clean)#page7.tif

source=Trademark Security Agmt No 7 (clean)#page8.tif

source=Trademark Security Agmt No 7 (clean)#page9.tif

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Epicor Software Corporation

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: DE
☐ Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 5, 2015

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Supplemental Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Royal Bank of Canada, as Collateral Agent

200 Bay Street, P.O. Box 50, 12th Floor, Royal Bank Plaza,
Street Address: South Tower

City: Toronto

State: _____

Country: Canada Zip: M5J 2W7

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule I

B. Trademark Registration No.(s) _____

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

January 7, 2015

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT

SUPPLEMENT NO. 7 (this "Supplement") dated as of January 5, 2015, to the Intellectual Property Security Agreement dated as of May 16, 2011 among EPICOR SOFTWARE CORPORATION (f/k/a EAGLE PARENT, INC.) (the "Borrower" and a "Grantor"), EGL HOLDCO, INC. ("Holdings"), the Subsidiaries of the Company from time to time party thereto and ROYAL BANK OF CANADA, as Collateral Agent (the "Collateral Agent") for the Secured Parties, is being entered into among the Collateral Agent and Borrower.

A. Reference is made to the Credit Agreement dated as of May 16, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, each Lender from time to time party thereto, Royal Bank of Canada, as Administrative Agent and Collateral Agent, and the other parties thereto, pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit to the Borrower and the Hedge Banks to enter into Secured Hedge Agreements upon the terms and subject to the conditions therein.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

C. In connection with the Credit Agreement, the Borrower, Holdings and the other Grantors have entered into the Intellectual Property Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements. Section 2.04(e) of the Intellectual Property Security Agreement provides that, from time to time, a Grantor will sign and deliver to the Collateral Agent an instrument in the form of this Supplement to grant a security interest in all issued or registered Patents (or published applications therefor), registered Trademarks (or applications therefor), and registered Copyrights to the extent such Intellectual Property is not covered by the Intellectual Property Security Agreement, or prior supplement(s) thereto, so signed and delivered by it.

Accordingly, the Collateral Agent and Borrower agree as follows:

SECTION 1. The Borrower represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 2. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the Borrower, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 3. The Borrower hereby represents and warrants that set forth on Schedule I attached hereto is a true and correct schedule of the Collateral not previously scheduled in the Intellectual Property Security Agreement or a prior supplement thereto ("New Collateral").

SECTION 4. The Borrower hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Borrower's right, title and interest in and to the New Collateral, including:

- (a) the Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule I hereto;
- (b) the registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which applications are pending, in each case, as set forth in Schedule I hereto; and
- (c) the registrations of Copyrights (as defined in the Intellectual Property Security Agreement) and Copyrights for which applications are pending, in each case, as set forth in Schedule I hereto.

SECTION 5. The grant of a security interest in the New Collateral by the Borrower under this Supplement secures the payment of all Obligations of the Borrower now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Supplement secures the payment of all amounts that constitute part of the secured Obligations and that would be owed by the Borrower to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 6. Grants, Rights and Remedies. This Supplement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. The Borrower does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the New Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 7. The Borrower authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement with respect to United States Patents, United States registered Trademarks and Trademarks for which United States applications are pending, and United States registered Copyrights and pending applications therefor listed in Schedule I hereto.

SECTION 8. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 9. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 10. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other

jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 11. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intellectual Property Security Agreement.

SECTION 12. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Intellectual Property Security Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the undersigned parties have duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

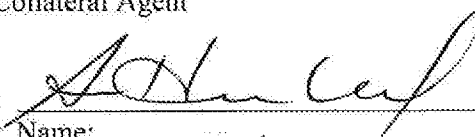
EPICOR SOFTWARE CORPORATION
as the Borrower and a Grantor

By: 

Name: John Ireland

Title: SVP, General Counsel

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: Ann Hurley
Title: Manager, Agency

SCHEDULE I
TO SUPPLEMENT NO. 7 TO THE
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property

Patents and Patent Applications

None.

Copyright Registrations

Owner	Title of Work	Country	Reg. No.
Epicor Software Corporation	Vision 9.5	US	TX7470535
Epicor Software Corporation	BizTrack 4.0	US	TX7915418
Epicor Software Corporation	Catalyst Release 9.0	US	TX7801300
Epicor Software Corporation	Prophet 21, Version 12.12	US	TX7802226
Epicor Software Corporation	Eagle Release 21	US	TX7928462
Epicor Software Corporation	Eagle Release 22	US	TX7948084
Epicor Software Corporation	Eagle Release 24	US	Pending
Epicor Software Corporation	Eclipse 8.7.7	US	TX7849388
Epicor Software Corporation	Eclipse 8.7.8	US	TX7931458
Epicor Software Corporation	Eclipse 8.7.9	US	Pending
Epicor Software Corporation	Epicor Advanced Financial Reporting 10	US	TX7899751
Epicor Software Corporation	Epicor Commerce Connect 1.0.1	US	TX7898425
Epicor Software Corporation	Epicor ERP 10	US	TX7843036
Epicor Software Corporation	FiberTrack 10.6	US	Pending
Epicor Software Corporation	LumberTrack 10.6	US	Pending
Epicor Software Corporation	Manage 2000 8.0	US	TX7883874
Epicor Software Corporation	Prophet 21, Version 12.13	US	TX7915345
Epicor Software Corporation	Prophet 21, Version 12.14	US	Pending
Epicor Software Corporation	Software Developer Kit 9.05.700	US	TX7798436
Epicor Software Corporation	Software Developer Kit 9.05.700 Manuals & Documentation	US	TX7805270
Epicor Software Corporation	Software Developer Kit 10	US	TX7907295

Epicor Software Corporation	Solar Eclipse 8.7.7	US	TX7849383
Epicor Software Corporation	Solar Eclipse 8.7.8	US	TX7931560
Epicor Software Corporation	Solar Eclipse 8.7.9	US	Pending
Epicor Software Corporation	Vision 10.1	US	TX7877451
Epicor Software Corporation	Vision 10.2	US	TX7887381
Epicor Software Corporation	Vision 10.3	US	TX7925047
Epicor Software Corporation	Vision 10.4	US	TX7941645
Epicor Software Corporation	Vision 10.5	US	Pending

Trademark Applications and Registrations

Registered Owner	Mark	Country	Reg. No.	Status
Epicor Software Corporation	EAGLE N SERIES	US	86/199487	Application Filed 2/20/2014
Epicor Software Corporation	VISION	US	86/420711	Application filed 10/10/2014