

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM328686

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplemental Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Shopvisible, LLC		01/09/2015	LIMITED LIABILITY COMPANY: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as Collateral Agent		
<b>Street Address:</b>	200 Bay Street, P.O. Box 50, 12th Floor, Royal Bank Plaza, South Tower		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2W7		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86388262	SHOPVISIBLE	
<b>Serial Number:</b>	77156633	SHOPVISIBLE	
<b>Serial Number:</b>	85962934	B2X COMMERCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	marina.kelly@thomsonreuters.com		
<b>Correspondent Name:</b>	Elaine Carrera, Legal Assistant		
<b>Address Line 1:</b>	80 Pine Street		
<b>Address Line 2:</b>	c/o Cahill Gordon & Reindel LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant		
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/		
<b>DATE SIGNED:</b>	01/12/2015		
<b>Total Attachments: 7</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SUPPLEMENT

SUPPLEMENT NO. 8 (this "**Supplement**") dated as of January 9, 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**"), 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 SHOPVISIBLE, LLC, a Georgia limited liability company (the "**New Grantor**").

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 5.14 of the Intellectual Property Security Agreement provides that additional Material Subsidiaries may become Grantors under the Intellectual Property Security Agreement by execution and delivery of an instrument in the form of this Supplement the New Grantor, as a Material Subsidiary, is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under 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 from time to time under the terms of the Credit Agreement.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 5.14 of the Intellectual Property Security Agreement, the New Grantor by its signature below becomes a Grantor under the Intellectual Property Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Intellectual Property Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Intellectual Property Security Agreement) of the New Grantor. Each reference to a "**Grantor**" in the Intellectual Property Security Agreement shall be deemed to include the New Grantor. The Intellectual Property Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor 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 3. 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 New Grantor, 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 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The New Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the New Grantor's right, title and interest in and to the 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 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 set forth in Schedule I hereto.

SECTION 6. The grant of a security interest in the Collateral by the New Grantor under this Supplement secures the payment of all Obligations of the New Grantor 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 New Grantor 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 7. Grants, Rights and Remedies. This Supplement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. The New Grantor 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 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 8. The New Grantor 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 listed in Schedule I hereto.

SECTION 9. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 10. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 11. 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 12. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intellectual Property Security Agreement.

SECTION 13. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Intellectual Property Security Agreement.

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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.

SHOPVISIBLE, LLC,  
as a New Grantor

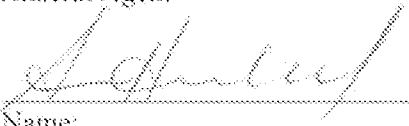
By: \_\_\_\_\_

Name: John D. Ireland  
Title: President

Jurisdiction of Formation: Georgia  
Address of Chief Executive Office:

804 Las Cimas Parkway, Austin, TX 78746

ROYAL BANK OF CANADA,  
as Collateral Agent

By:   
Name:  
Title: Ann Hurley  
Manager, Agency

SCHEDULE I  
TO SUPPLEMENT NO. 8 TO THE  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property

Patents and Patent Applications

None.

Copyright Registrations

None.

Trademark Applications and Registrations

Registered Owner	Mark	Country	Reg. No.	Status
Shopvisible, LLC	SHOPVISIBLE	US	86/388,262	Application Filed 9/08/14
Shopvisible, LLC	SHOPVISIBLE	US	77/156,633	3,535,925 Registered
Shopvisible, LLC	B2X COMMERCE	US	85/962,934	Application Filed 6/18/13