

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exact North America LLC, as Grantor		05/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
Exact Software North America, LLC		05/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
Exact Holdings B.V.		05/08/2015	B.V.: NETHERLANDS
Exact Software ERP-NA, LLC		05/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
Exact Group B.V.		05/08/2015	B.V.: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1893964	JOBBOSS	
Registration Number:	2167794	SHOPBOSS	
Registration Number:	2476124	OFFICEBOSS	
Registration Number:	3211208	JOBBOSS	
Registration Number:	1860315	PROGRESSION	
Registration Number:	1862394	MACOLA	
Registration Number:	3230825	EXACT GLOBE	
Registration Number:	2822248	EXACT	
Registration Number:	2247662	MAX	
Registration Number:	3849232	EXACT SYNERGY	
Registration Number:	3849233	EXACT SYNERGY ENTERPRISE	
CORRESPONDENCE DATA			

CH \$290.00 1893964

Fax Number: 3026365454

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: 800-927-9801 x 62348

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	623852
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NAME OF SUBMITTER:	Jean Paterson
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SIGNATURE:	/jep/
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DATE SIGNED:	05/11/2015
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Trademark Security Agreement”) dated May 8, 2015, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Deutsche Bank AG New York Branch, as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Second Lien Credit Agreement and the Second Lien Intellectual Property Security Agreement referred to therein.

WHEREAS, **EIGER MIDCO B.V.**, a private company with limited liability incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*) and registered with the Dutch Trade Register of the Chamber of Commerce under number 61552178 (“Holdings”), **EIGER ACQUISITION B.V.**, a private company with limited liability incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*) and registered with the Dutch Trade Register of the Chamber of Commerce under number 61553786 (“Eiger”), **EIGER CO-BORROWER, LLC**, a limited liability company organized under the laws of the state of Delaware (the “Co-Borrower”, and together with the Eiger, the “Borrowers”), such entities from time to time designated as Co-Borrowers thereto, **DEUTSCHE BANK AG NEW YORK BRANCH**, as Administrative Agent and Collateral Agent, and each Lender from time to time party thereto have entered into the Second Lien Credit Agreement dated as of February 18, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrowers upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantors have entered into the Second Lien Intellectual Property Security Agreement dated May 8, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Intellectual Property Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Second Lien Intellectual Property Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Second Lien Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(a) the United States registered Trademarks (as defined in the Second Lien Intellectual Property Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Second Lien Trademark Security Agreement secures the payment of all Obligations of such 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 Second Lien Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such 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 3. Recordation. This Second Lien Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Second Lien Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Second Lien Trademark Security Agreement has been entered into in conjunction with the provisions of the Second Lien Intellectual Property Security Agreement. Each 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 Second Lien 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 Second Lien Trademark Security Agreement and the terms of the Second Lien Intellectual Property Security Agreement, the terms of the Second Lien Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This Second Lien Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Second Lien Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Second Lien 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 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Junior Priority Intercreditor Agreement referred to below), including liens and security interests granted to ROYAL BANK OF CANADA, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder is subject to the limitations and provisions of the Junior Priority Intercreditor Agreement. In the event of any conflict between the terms of the Junior Priority Intercreditor Agreement and the terms of this Second Lien Trademark Security Agreement, the terms of the Junior Priority Intercreditor Agreement shall govern.

[Remainder of Page Intentionally Blank]

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

EXACT NORTH AMERICA, LLC,
as Grantor

By: _____
Name: Alex Braverman
Title: Treasurer

EXACT GROUP B.V.,
as Grantor

By: _____
Name: *Alex Braverman*
Title: *CEO*

EXACT SOFTWARE NORTH AMERICA, LLC,
as Grantor

By: Exact Holding North America, Inc., its
Member

By: _____
Name: Alex Braverman
Title: Treasurer


EXACT HOLDING B.V.,
as Grantor

By: _____
Name: *Alex Braverman*
Title: *CEO*

[Signature Page – Second Lien Trademark Security Agreement]

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

EXACT NORTH AMERICA, LLC,
as Grantor

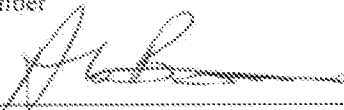
By: 
Name: Alex Braverman
Title: Treasurer

EXACT GROUP B.V.,
as Grantor

By: _____
Name:
Title:

EXACT SOFTWARE NORTH AMERICA, LLC,
as Grantor

By: Exact Holding North America, Inc., its
Member

By: 
Name: Alex Braverman
Title: Treasurer

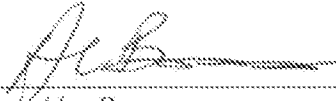
EXACT HOLDING B.V.,
as Grantor

By: _____
Name:
Title:

[Signature Page – Second Lien Trademark Security Agreement]

EXACT SOFTWARE ERP-NA, LLC,
as Grantor

By: Exact Holding North America, Inc., its
Member

By: 
Name: Alex Braverman
Title: Treasurer

[Signature Page – Second Lien Trademark Security Agreement]

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: _____


Name: **Anca Trifan**
Title: **Managing Director**

By: _____


Name: _____
Title: **Kirk L. Tashjian**
Director

[Signature Page to U.S. Second Trademark Security Agreement]

TRADEMARK
REEL: 005513 FRAME: 0536

SCHEDULE A

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
EXACT NORTH AMERICA LLC	1893964	<i>JobBOSS</i>
EXACT NORTH AMERICA LLC	2167794	ShopBOSS
EXACT NORTH AMERICA LLC	2476124	OFFICEBOSS (BLOCK)
EXACT NORTH AMERICA LLC	3211208	JOBBOSS (BLOCK)
EXACT SOFTWARE NORTH AMERICA, LLC	1860315	PROGRESSION (BLOCK)
EXACT SOFTWARE NORTH AMERICA, LLC	1862394	MACOLA (BLOCK LETTERS)
EXACT SOFTWARE NORTH AMERICA, LLC	3230825	EXACT GLOBE (BLOCK)
EXACT HOLDING B.V. ¹	2822248	EXACT (BLOCK)
EXACT SOFTWARE ERP-NA, LLC	2247662	MAX (BLOCK)
EXACT GROUP B.V.	3849232	EXACT SYNERGY (BLOCK)
EXACT GROUP B.V.	3849233	EXACT SYNERGY ENTERPRISE (BLOCK)

¹ Trademark registration is beneficially owned by Exact Holdings B.V.; however, the record owner for same is Exact Holdings N.V.