

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Imaging Science & Services, Inc.		05/18/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	GCI CAPITAL MARKETS LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2994300	TEAMS	
Registration Number:	2994299	TEAMS EXPRESS	
Registration Number:	3071815	LINELINK XL	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	31199/090		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	05/19/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of May 18, 2015, is entered into by and among the Grantor listed on the signature pages hereof (the “*Grantor*”) and **GCI CAPITAL MARKETS LLC** (the “*Assignee*”), as Administrative Agent pursuant to that certain Amended and Restated Guarantee and Collateral Agreement, dated as of April 1, 2015, among the Assignee, **TAXWARE INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company (“*Parent*”), **TAXWARE, LLC**, a Delaware limited liability company (“*Borrower*”), and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), and pursuant to that certain Amended and Restated Credit Agreement, dated as of April 1, 2015, among Parent, Borrower, Administrative Agent and certain Lenders party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, as affected by that certain Assumption Agreement, dated as of the date hereof, by Grantor in favor of Assignee, the Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to Assignee a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of such Grantor’s business associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without

limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. The Grantor agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]


IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

ASSIGNEE:

IMAGING SCIENCE & SERVICES, INC.

GCI CAPITAL MARKETS LLC,
as Administrative Agent

By: 
Name: Andrew Hovancik
Title: President and Chief Executive Officer

By: _____
Name: _____
Title: _____

Address of Grantor:
IMAGING SCIENCE & SERVICES, Inc.
95 Executive Parkway, Suite 500
Hudson, OH 44236
Attention: Phillip C. Hidge
Facsimile No.: _____
E-mail: phidge0930@gmail.com

Address of Assignee:
GCI Capital Markets LLC
666 Fifth Avenue
New York, New York 10103
Attention: Justin Karp, Robert G. Tuchscherer
Facsimile No.: 312-201-9167
E-mail: jkarp@golubcapital.com,
rtuchscerer@golubcapital.com

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

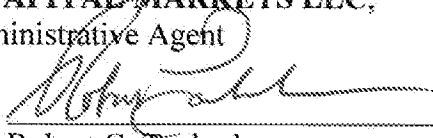
GRANTORS:

ASSIGNEE:

IMAGING SCIENCE & SERVICES, INC.

GCI CAPITAL MARKETS LLC,
as Administrative Agent

By: _____
Name: _____
Title: _____




By: 
Name: Robert G. Tuchscherer
Title: Managing Director

Address of Grantor:
IMAGING SCIENCE & SERVICES, Inc.
95 Executive Parkway, Suite 500
Hudson, OH 44236
Attention: Phillip C. Hidge
Facsimile No.: _____
E-mail: phidge0930@gmail.com

Address of Assignee:
GCI Capital Markets LLC
666 Fifth Avenue
New York, New York 10103
Attention: Justin Karp, Robert G. Tuchscherer
Facsimile No.: 312-201-9167
E-mail: jkarp@golubcapital.com,
rtuchscherer@golubcapital.com

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Mark	Reg. No.	Country	Status
	2,994,300	U.S.	Registered
	2,994,299	U.S.	Registered
	3,071,815	U.S.	Registered