TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344563

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Commerce One, LLC		06/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
Perfect Commerce, LLC		06/08/2015	LIMITED LIABILITY COMPANY: VIRGINIA

RECEIVING PARTY DATA

Name:	Goldman Sachs BDC, Inc., as Agent
Street Address:	1 American Lane
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06831
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2525885	PERFECT
Registration Number:	3142454	PERFECT
Registration Number:	3173364	THE OSN
Registration Number:	3346465	OPEN SUPPLIER NETWORK
Registration Number:	4470703	OPEN SUPPLIER NETWORK
Registration Number:	2259793	COMMERCE ONE
Registration Number:	2716994	COMMERCE ONE
Registration Number:	2465581	C

CH $215.00 2525885

CORRESPONDENCE DATA

Fax Number: 2127557306

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: 212.326.3939
Email: NYTEF@JONESDAY.COM
Correspondent Name: Beth D. Vogel
Address Line 1: 222 East 41st Street
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	916074-765004
NAME OF SUBMITTER:	Beth D. Vogel
SIGNATURE:	/Beth D. Vogel/
DATE SIGNED:	06/15/2015

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 8, 2015 (this "Agreement"), is made by the undersigned (collectively, the "Grantors," and each, a "Grantor") in favor of GOLDMAN SACHS BDC, INC., as the agent (together with its successor(s) and assigns thereto in such capacity, the "Agent") for each of the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantors have entered into a Term Loan and Security Agreement, dated as of June 8, 2015, with the financial institutions that are or may from time to time become parties thereto (the "Lenders") and the Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Agent and the Lenders have extended Commitments to make Loans to the Borrowers;

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of such Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by such Grantor, in and to the following ("Trademark Collateral"):

(a) the Trademarks (including those Trademarks referred to in Schedule I applicable to such Grantor);

(b) the right to sue third parties for past, present and future infringements or dilution of the Trademarks or for any injury to the goodwill associated with the use of any such Trademark; and

(c) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Agent in the

Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Secured Party under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Governing Law. **THIS AGREEMENT AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.**

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Agent may (but shall have no obligation to) accept any signature, contract formation or record-keeping through electronic means, which shall have the same legal validity and enforceability as manual or paper-based methods, to the fullest extent permitted by Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act.

[*Signature Page Follows*]

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

COMMERCE ONE, LLC

By: _____
Name: Charles M. Shannon, III
Title: Chief Operating Officer

PERFECT COMMERCE, LLC

By: _____
Name: Charles M. Shannon, III
Title: Chief Operating Officer

TRADEMARK
REEL: 005552 FRAME: 0309

GOLDMAN SACHS BDC, INC.
as Agent

By: _____
Name: Jonathan Lamm
Title: Authorized Signatory

SCHEDULE I
to Trademark Pledge Agreement

TRADEMARKS and TRADEMARK APPLICATIONS:

Owner	Jurisdiction	Mark	Appl/ Reg. No.
Perfect Commerce, LLC	U.S.	PERFECT	2525885
Perfect Commerce, LLC	U.S.	PERFECT	3142554
Perfect Commerce, LLC	U.S.	THE OSN	3173364
Perfect Commerce, LLC	U.S.	OPEN SUPPLIER NETWORK	3346465
Perfect Commerce, LLC	U.S.	OPEN SUPPLIER NETWORK	4470703
Commerce One, LLC	U.S.	COMMERCE ONE	2259793
Commerce One, LLC	U.S.	COMMERCE ONE (design)	2716994
Commerce One, LLC (successor to Commerce One Inc.)	U.S.	C (design)	2465581
Commerce One, LLC (successor to Commerce One Inc.)	Canada	COMMERCE ONE	TMA588696
Commerce One, LLC (successor to Commerce One Inc.)	Czech Republic	COMMERCE ONE (design)	242678
Commerce One, LLC (successor to Commerce One Inc.)	E.U.	COMMERCE ONE	1016997
Commerce One, LLC (successor to Commerce One Inc.)	E.U.	COMMERCE ONE (design)	2264919
Commerce One, LLC (successor to Commerce One Inc.)	Germany	COMMERCE ONE AUCTION SERVICES	30104692
Commerce One, LLC (successor to Commerce One Inc.)	Hungary	MARKETSITE	168017
Commerce One, LLC (successor to Commerce One Inc.)	Hungary	COMMERCE ONE (design)	171473
Commerce One, LLC (successor to Commerce One Operations Inc.)	Japan	COMMERCE ONE	4536645
Commerce One, LLC (successor to Commerce One Operations Inc.)	Japan	MARKETSITE	4749989
Commerce One, LLC (successor to Commerce One Operations Inc.)	Japan	MARKETSITE	4703611
Commerce One, LLC (successor to Commerce One Operations Inc.)	Japan	COMMERCE ONE (design)	4629208
Commerce One, LLC (successor to Commerce	Japan	COMMERCE ONE	4697531

One Operations Inc.)			
Commerce One, LLC (successor to Commerce One Inc.)	Lithuania	COMMERCE ONE (design)	45431
Commerce One, LLC (successor to Commerce One Inc.)	Mexico	COMMERCE ONE	688359
Commerce One, LLC (successor to Commerce One Inc.)	Mexico	COMMERCE ONE	690379
Commerce One, LLC (successor to Commerce One Inc.)	Mexico	COMMERCE ONE (design)	727872
Commerce One, LLC (successor to Commerce One Inc.)	Mexico	COMMERCE ONE (design)	716044
Commerce One, LLC (successor to Commerce One Inc.)	Mexico	COMMERCE ONE (design)	725826
Commerce One, LLC (successor to Commerce One Inc.)	Norway	COMMERCE ONE (design)	212892
Commerce One, LLC (successor to Commerce One Inc.)	Slovak Republic	COMMERCE ONE (design)	201465
Commerce One, LLC (successor to Commerce One Inc.)	Switzerland	COMMERCE ONE	508562
Commerce One, LLC (successor to Commerce One Inc.)	Switzerland	COMMERCE ONE (design)	508237
Commerce One, LLC (successor to Commerce One Inc.)	Croatia	COMMERCE ONE (design)	Z-20010932
Commerce One, LLC (successor to Commerce One Inc.)	Estonia	COMMERCE ONE (design)	M200101066
Commerce One, LLC (successor to Commerce One Inc.)	Georgia	COMMERCE ONE (design)	1536/03
Commerce One, LLC (successor to Commerce One Inc.)	Iceland	COMMERCE ONE (design)	1839/2001
Commerce One, LLC (successor to Commerce One Inc.)	Latvia	COMMERCE ONE (design)	M-01-987
Commerce One, LLC (successor to Commerce One Inc.)	Lithuania	COMMERCE ONE (design)	20011208
Commerce One, LLC (successor to Commerce One Inc.)	Paraguay	COMMERCE ONE (design)	13998-2001
Commerce One, LLC	South Korea	COMMERCE ONE	2000/12357

(successor to Commerce One Inc.)			
Commerce One, LLC (successor to Commerce One Inc.)	South Korea	COMMERCE ONE	2000-0001170
Commerce One, LLC (successor to Commerce One Inc.)	South Korea	COMMERCE ONE (design)	45-2001-2100
Commerce One, LLC (successor to Commerce One Inc.)	Turkey	COMMERCE ONE (design)	2001-011444
Commerce One, LLC (successor to Commerce One Inc.)	Ukraine	COMMERCE ONE (design)	2001063608
Commerce One, LLC (successor to Commerce One Inc.)	Vietnam	COMMERCE ONE (design)	4-2001-02698
Commerce One, LLC (successor to Commerce One Inc.)	Hong Kong	COMMERCE ONE (design)	300002258
Commerce One, LLC (successor to Commerce One Inc.)	Australia	COMMERCE ONE	822090
Commerce One, LLC (successor to Commerce One Inc.)	Australia	COMMERCE ONE (design)	878745
Commerce One, LLC (successor to Commerce One Inc.)	Macao	COMMERCE ONE	N/8260
Commerce One, LLC (successor to Commerce One Inc.)	Macao	COMMERCE ONE (design)	N/8259
Commerce One, LLC (successor to Commerce One Inc.)	Macao	COMMERCE ONE (design)	N/8261
Commerce One, LLC (successor to Commerce One Inc.)	South Africa	COMMERCE ONE	2000-59974
Commerce One, LLC (successor to Commerce One Inc.)	South Africa	COMMERCE ONE	2000/12358
Commerce One, LLC (successor to Commerce One Inc.)	South Africa	COMMERCE ONE (design)	2001/09956
Commerce One, LLC (successor to Commerce One Inc.)	Chile	COMMERCE ONE	531368
Commerce One, LLC (successor to Commerce One Inc.)	Chile	COMMERCE ONE (design)	531369
Commerce One, LLC (successor to Commerce One Inc.)	Peru	COMMERCE ONE	29692

Commerce One, LLC (successor to Commerce One Inc.)	Peru	COMMERCE ONE	129945
Commerce One, LLC (successor to Commerce One Inc.)	Peru	COMMERCE ONE	129996
Commerce One, LLC (successor to Commerce One Inc.)	Peru	COMMERCE ONE (design)	12997-2001
Perfect Commerce, LLC	China	PERFECT	2000079400
Commerce One, LLC (successor to Commerce One Inc.)	China	COMMERCE ONE	2000032254
Commerce One, LLC (successor to Commerce One Inc.)	China	COMMERCE ONE	2001105862
Commerce One, LLC (successor to Commerce One Inc.)	China	COMMERCE ONE (design)	1915801
Perfect Commerce, LLC	India	COMMERCE ONE	938848
Commerce One, LLC (successor to Commerce One Inc.)	India	COMMERCE ONE	935359
Commerce One, LLC (successor to Commerce One Inc.)	Taiwan	PERFECT	89031890
Commerce One, LLC (successor to Commerce One Inc.)	Taiwan	COMMERCE ONE	90023655
Commerce One, LLC (successor to Commerce One Inc.)	Taiwan	COMMERCE ONE	91011688
Commerce One, LLC (successor to Commerce One Inc.)	Taiwan	COMMERCE ONE	90023656
Commerce One, LLC (successor to Commerce One Inc.)	Taiwan	COMMERCE ONE	90023654
Commerce One, LLC (successor to Commerce One Inc.)	Taiwan	COMMERCE ONE	91011667
Commerce One, LLC (successor to Commerce One Inc.)	Taiwan	COMMERCE ONE	8913551
Commerce One, LLC (successor to Commerce One Inc.)	Taiwan	COMMERCE ONE	8913552
Commerce One, LLC (successor to Commerce One Inc.)	Taiwan	Design only	91011666
Commerce One, LLC (successor to Commerce One Inc.)	Argentina	COMMERCE ONE	2342289

Commerce One, LLC (successor to Commerce One Inc.)	Argentina	COMMERCE ONE	2342287
Commerce One, LLC (successor to Commerce One Inc.)	Argentina	COMMERCE ONE	2342288
Commerce One, LLC (successor to Commerce One Inc.)	Bolivia	COMMERCE ONE	SM-2004
Commerce One, LLC (successor to Commerce One Inc.)	Bolivia	COMMERCE ONE	SM-2006
Commerce One, LLC (successor to Commerce One Inc.)	Bolivia	COMMERCE ONE	SM-2005
Commerce One, LLC (successor to Commerce One Inc.)	Colombia	COMMERCE ONE	00.048.679
Commerce One, LLC (successor to Commerce One Inc.)	Colombia	COMMERCE ONE	00.048.680
Commerce One, LLC (successor to Commerce One Inc.)	Ecuador	COMMERCE ONE	114538
Commerce One, LLC (successor to Commerce One Inc.)	Ecuador	COMMERCE ONE	114536
Commerce One, LLC (successor to Commerce One Inc.)	Ecuador	COMMERCE ONE	114537
Commerce One, LLC (successor to Commerce One Inc.)	Paraguay	COMMERCE ONE	13996-2001
Commerce One, LLC (successor to Commerce One Inc.)	Paraguay	COMMERCE ONE	13998-2001
Commerce One, LLC (successor to Commerce One Inc.)	Paraguay	COMMERCE ONE	13997-2001
Commerce One, LLC (successor to Commerce One Inc.)	Saudi Arabia	COMMERCE ONE	71818
Commerce One, LLC (successor to Commerce One Inc.)	Saudi Arabia	COMMERCE ONE	71819
Commerce One, LLC (successor to Commerce One Inc.)	Saudi Arabia	COMMERCE ONE	71822
Commerce One, LLC (successor to Commerce One Inc.)	Singapore	COMMERCE ONE	T00/04864D
Commerce One, LLC (successor to Commerce	Singapore	COMMERCE ONE	T01/08460A

One Inc.)			
Commerce One, LLC (successor to Commerce One Inc.)	Singapore	COMMERCE ONE	T01/08459H
Commerce One, LLC (successor to Commerce One Inc.)	Singapore	COMMERCE ONE	T00/04863F
Commerce One, LLC (successor to Commerce One Inc.)	Singapore	COMMERCE ONE	T01/08458Z
Commerce One, LLC (successor to Commerce One Inc.)	Costa Rica	COMMERCE ONE	01.48677
Commerce One, LLC (successor to Commerce One Inc.)	Costa Rica	COMMERCE ONE	1.4868
Perfect Commerce, LLC	Indonesia	PERFECT	J00-12332
Commerce One, LLC (successor to Commerce One Inc.)	Indonesia	COMMERCE ONE	J002001 01 2321 12
Commerce One, LLC (successor to Commerce One Inc.)	Indonesia	COMMERCE ONE	D002001 012322-1
Commerce One, LLC (successor to Commerce One Inc.)	Indonesia	COMMERCE ONE	J0013612
Commerce One, LLC (successor to Commerce One Inc.)	Indonesia	COMMERCE ONE	D0013611
Commerce One, LLC (successor to Commerce One Inc.)	U.A.E.	COMMERCE ONE	42934

TRADEMARK LICENSES:

NONE.