

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Workspeed Holdings, LLC		06/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street, N.E. / 25th Floor		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75914416	WORKSPEED	
CORRESPONDENCE DATA			
Fax Number:	2134522329		
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu / White & Case LLP		
Address Line 1:	633 West Fifth Street, #1900		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1135397-0023-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	06/24/2015		
Total Attachments: 5			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of June 23, 2015 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of SunTrust Bank, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain second lien credit agreement, dated as of June 23, 2015 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among MRI Software LLC, a Delaware limited liability company (the "Borrower"), MRI Intermediate Holdings II LLC, a Delaware limited liability company ("Holdings"), certain subsidiaries of Holdings from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. The Collateral Agent shall, as and when required by Section 10.4 of the Security Agreement, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.


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IN WITNESS WHEREOF, each Pledgor hereto and the Collateral Agent have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MRI SOFTWARE LLC, as Pledgor

By: 
Name: Patrick J. Ghilani
Title: Chief Executive Officer and President

WORKSPEED HOLDINGS, LLC, as Pledgor

By: 
Name: Patrick J. Ghilani
Title: Chief Executive Officer and President

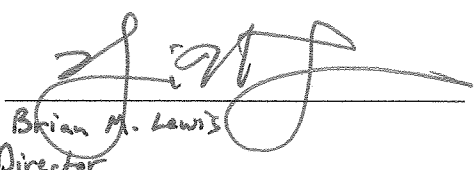
Accepted and Agreed:

SUNTRUST BANK,
as Collateral Agent

By: _____

Name: Brian M. Lewis

Title: Director

A handwritten signature in black ink, appearing to read "Brian M. Lewis", written over a horizontal line. The signature is stylized and cursive.

SCHEDULE 1
TRADEMARKS

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
WORKSPEED	75914416	9-Feb-00	2545239	5-Mar-02	WORKSPEED HOLDINGS, LLC
VAULTWARE	76413061	29-May-02	2789606	2-Dec-03	VAULTWARE, LLC (nka MRI Software LLC)
REALTY DATATRUST	76427238	3-Jul-02	2713343	6-May-03	VAULTWARE, LLC (nka MRI Software LLC)
BOSTONPOST PROPERTY MANAGER	76469760	26-Nov-02	2880087	31-Aug-04	MRI SOFTWARE LLC
PADZING	77581135	29-Sep-08	3684292	15-Sep-09	VAULTWARE, LLC (nka MRI Software LLC)
MRI	78426936	28-May-04	3048971	24-Jan-06	MRI SOFTWARE LLC
MRI SOFTWARE	86010307	15-Jul-13	4627162	28-Oct-14	MRI SOFTWARE LLC
MRI SOFTWARE	86013818	18-Jul-13	4591512	26-Aug-14	MRI SOFTWARE LLC
LEASEFLOW	86054294	3-Sep-13	4528805	13-May-14	MRI SOFTWARE LLC
LEASEFLOW	86054308	3-Sep-13	4528806	13-May-14	MRI SOFTWARE LLC
VAULTWARE	86480191	15-Dec-14	N/A	N/A	MRI SOFTWARE LLC
WORKSPEED	86486259	19-Dec-14	N/A	N/A	MRI SOFTWARE LLC
MIX MRI INFORMATION EXCHANGE	86492534	30-Dec-14	N/A	N/A	MRI SOFTWARE LLC
BOSTONPOST	86492559	30-Dec-14	N/A	N/A	MRI SOFTWARE LLC