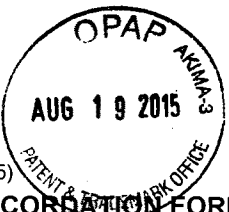


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Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

08/19/2015

COMMERCE  
Trademark Office



RECORDATION FORM COVER  
**TRADEMARKS**

103673200

8/19/15

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
SOFTWARE PARADIGMS INTERNATIONAL GROUP, LLC

Individual(s)       Association  
 Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other limited liability company

Citizenship (see guidelines) Georgia

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Additional names, addresses, or citizenship attached?  Yes  No

Name: WELLS FARGO BANK, NATIONAL ASSOCIATION

Street Address: 171 17th Street, 5th Floor

City: Atlanta  
State: GA

Country: USA      Zip: 30363

Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Banking Assoc. Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance/Execution Date(s) :**  
Execution Date(s) August 11, 2015

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_  
 B. Trademark Registration No.(s) \_\_\_\_\_  
4152597; 2759955; 2741146; 2683022; 3676168; 2156062

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**  
Name: Bradley E. Wahl

Internal Address: Nelson Mullins Riley & Scarborough, LLP

Street Address: 201 17th Street, NW Suite 1700

City: Atlanta  
State: GA      Zip: 30363

Phone Number: 404-322-6250

Docket Number: \_\_\_\_\_

Email Address: allison.lynch@nelsonmullins.com

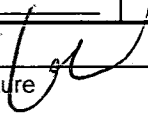
**6. Total number of applications and registrations involved:** 7

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 190.00

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**  
08/25/2015 DTIMBERL 00000020 4152597  
 Deposit Account Number \_\_\_\_\_ 40.00 DP  
02 FC:0522 150.00 DP  
 Authorized User Name \_\_\_\_\_

**9. Signature:** \_\_\_\_\_ Date: 08/11/2015

Signature   
 \_\_\_\_\_  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ADDITIONAL TRADEMARK REGISTRATION NOS. CONTINUED FROM 4B

SOFTWARE PARADIGMS INTERNATIONAL GROUP LLC

2124872

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 11, 2015, is made by SOFTWARE PARADIGMS INTERNATIONAL GROUP, LLC, a Georgia limited liability company ("Borrower"), in favor of and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Bank").

### WITNESSETH:

WHEREAS, Borrower and Bank have entered into a Loan and Security Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*");

WHEREAS, pursuant to the Loan Agreement, the Borrower is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Bank to enter into the Loan Agreement and to induce Bank to make its extensions of credit to Borrower thereunder, Borrower hereby agrees with Bank as follows:

#### Section 1. Defined Terms.

(a) Capitalized terms used herein without definition are used as defined in the Loan Agreement.

(b) Capitalized terms that are not otherwise defined herein shall have the meanings set forth herein:

"*Trademarks*" shall mean (a) all trademarks, trade names, fictitious business names, service marks, logos, trade dress and other source or business identifiers (whether registered or unregistered), and all goodwill 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 any of the foregoing referred to in Schedule 1, (b) the right to obtain all renewals thereof, and (c) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing.

"*Trademark License*" shall mean any agreement, whether written or oral, providing for the grant by or to Borrower of any right to use any Trademark, including any of the foregoing referred to in Schedule 1.

Section 2. Grant of Security Interest in Trademark Collateral. Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Borrower, hereby mortgages and pledges to Bank, and grants to Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "*Trademark Collateral*"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to Borrower of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Debt at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Loan Agreement and Borrower hereby acknowledges and agrees that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan 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 conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

Section 4. Borrower Remains Liable. Borrower hereby agrees that, anything herein to the contrary notwithstanding, Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

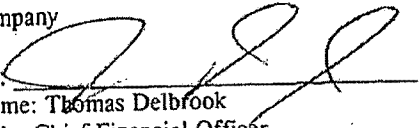
Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE**

**GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF GEORGIA WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SOFTWARE PARADIGMS INTERNATIONAL  
GROUP, LLC, a Georgia limited liability  
company

By:   
Name: Thomas Delbrook  
Title: Chief Financial Officer

ACCEPTED AND AGREED:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:   
Name: JAMES NICHOLS  
Title: SVP

**Trademark Security Agreement**

**Schedule 1**

TRADEFLOW OPTIMIZATION	USPTO Registered	App 31-DEC- 2010 App 85208466 Reg 05-JUN- 2012 Reg 4152597	SOFTWARE PARADIGMS INTERNATIONAL GROUP LLC GEORGIA LIMITED LIABILITY CO. FIVE CONCOURSE PARKWAY SUITE 500 ATLANTA, GEORGIA, 303287101
SPIPROJECT	USPTO Renewed (Registered)	App 02-JAN- 2002 App 76354485 Reg 02-SEP- 2003 Reg 2759955	SOFTWARE PARADIGMS INTERNATIONAL GROUP LLC GEORGIA LIMITED LIABILITY CO. FIVE CONCOURSE PARKWAY, SUITE 500 ATLANTA, GEORGIA, 30328
SPI	USPTO Renewed (Registered)	App 02-JAN- 2002 App 76354523 Reg 29-JUL- 2003 Reg 2741146	SOFTWARE PARADIGMS INTERNATIONAL GROUP LLC GEORGIA LIMITED LIABILITY CO. FIVE CONCOURSE PARKWAY SUITE 500 ATLANTA, GEORGIA, 30328
SPIPROJECT.COM	USPTO Renewed (Registered)	App 02-JAN- 2002 App 76354469 Reg 04-FEB- 2003 Reg 2683022	SOFTWARE PARADIGMS INTERNATIONAL GROUP LLC GEORGIA LIMITED LIABILITY CO. FIVE CONCOURSE PARKWAY SUITE 500 ATLANTA, GEORGIA, 303286101
INSPINITY	USPTO Registered	App 18-FEB- 2009 App 77672656 Reg 01-SEP- 2009 Reg 3676168	SOFTWARE PARADIGMS INTERNATIONAL GROUP LLC GEORGIA LIMITED LIABILITY CO. FIVE CONCOURSE PARKWAY SUITE 500 ATLANTA, GEORGIA, 303286101
SPIN	USPTO Renewed (Registered)	App 02-MAY- 1996 App 75097550 Reg 12-MAY-	SOFTWARE PARADIGMS INTERNATIONAL GROUP LLC GEORGIA LIMITED LIABILITY CO.



		1998 Reg 2156062	FIVE CONCOURSE PARKWAY SUITE 500 ATLANTA, GEORGIA, 303286101
BUYER'S WORKMATE	USPTO Renewed (Registered)	App 23-APR- 1996 App 75092773 Reg 30-DEC- 1997 Reg 2124872	SOFTWARE PARADIGMS INTERNATIONAL GROUP LLC GEORGIA LIMITED LIABILITY CO. FIVE CONCOURSE PARKWAY SUITE 500 ATLANTA, GEORGIA, 303286101