

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360361

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	10

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Help/Systems, LLC		10/08/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	4269136	
Registration Number:	3774010	NETWORK AUTOMATION
Registration Number:	3779990	AUTOMATE BPA SERVER
Registration Number:	3678769	A
Serial Number:	86167709	HELPSYSTEMS
Registration Number:	3611822	AUTOMATE
Serial Number:	86442071	AUTOMATING DOCUMENT PROCESSES
Registration Number:	4504395	DELIVERNOW
Serial Number:	86167702	HELPSYSTEMS
Registration Number:	2473027	INTERMAPPER
Registration Number:	2427143	MESSENGERCONSOLE
Registration Number:	2427144	MESSENGERPLUS
Registration Number:	3678770	NO CODE, NO LIMITS
Registration Number:	3685241	ORCHESTRATE, INTEGRATE, AUTOMATE
Registration Number:	4518313	POWERADMIN
Registration Number:	2421221	POWERTECH
Registration Number:	1628993	ROBOT
Registration Number:	1978335	ROBOT/ALERT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2208887	ROBOT/CLIENT
Registration Number:	1715358	ROBOT/CONSOLE
Registration Number:	1639348	ROBOT/CPA
Registration Number:	3087239	ROBOT/LPAR
Registration Number:	1711417	ROBOT/NETWORK
Registration Number:	2222678	ROBOT/REPLAY
Registration Number:	1976839	ROBOT/REPORTS
Registration Number:	1642436	ROBOT/SAVE
Registration Number:	2450545	ROBOT/SCHEDULE
Registration Number:	3766523	ROBOT/SCHEDULE ENTERPRISE
Registration Number:	2534166	ROBOT/SPACE
Registration Number:	1978481	ROBOT/UPS
Registration Number:	3741750	SEQUEL VIEWPOINT
Registration Number:	2853829	SHOWCASE
Registration Number:	4236601	SIGNHERE
Registration Number:	4179975	SKYBOT SCHEDULER
Registration Number:	4179974	SKYBOT SOFTWARE
Serial Number:	86027642	SMART AP
Registration Number:	2709972	STANDGUARD
Serial Number:	86442068	WEBDOCS

CORRESPONDENCE DATA

Fax Number: 8668265420

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: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-40530
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	10/28/2015

Total Attachments: 7

source=40530#page1.tif

source=40530#page2.tif

source=40530#page3.tif

source=40530#page4.tif

source=40530#page5.tif
source=40530#page6.tif
source=40530#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 8, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Credit Suisse AG, Cayman Islands Branch (“CS”), as Collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of October 8, 2015 (as the same may be amended, restated, amended and restated, extended, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among HSystems Parent Corp., a Delaware corporation, as the “Initial Borrower”, and immediately upon the consummation of the Closing Date Acquisition, Help/Systems Holdings, Inc., a Delaware corporation, and Help/Systems, LLC, a Delaware limited liability company (each, a “Borrower”, and collectively, the “Borrowers”), HS Group Holdings, Inc., a Delaware corporation, as Holdings and a Guarantor thereunder, Help/Systems Holdings, Inc., a Delaware corporation, as Borrower Representative, the other Credit Parties (as defined in the Credit Agreement) from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and as Collateral Agent for the Lenders and the Lenders party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of even date herewith in favor of the Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a lien on

and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those United States Trademarks referred to on Schedule 1 hereto; provided, however that no lien on or security interest is granted on any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office;

(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 Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other actions are, in the reasonable business judgment of the Grantor, necessary or desirable in connection with its 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 and Jurisdiction. (a) The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims based in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

(b) Any legal action or proceeding with respect to any Loan Document shall be brought exclusively in the courts of the State of New York located in the City of

New York, Borough of Manhattan, or of the United States of America for the Southern District of New York and, by execution and delivery of this Trademark Security Agreement, each Grantor and each other party hereto hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts; provided that nothing in this Trademark Security Agreement shall limit the right of any party to commence any proceeding in any court of any other jurisdiction to the extent such party determines that such action is necessary or appropriate to exercise its rights or remedies under the Loan Documents. The parties hereto (and, to the extent set forth in any other Loan Document, each Lender) hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

(c) Each of the parties hereto hereby irrevocably waives personal service of any and all legal process, summons, notices and other documents and other service of process of any kind and consents to such service in any suit, action or proceeding brought in the United States of America with respect to or otherwise arising out of or in connection with any Loan Document by any means permitted by applicable Requirements of Law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address of such party specified herein (and shall be effective when such mailing shall be effective, as provided therein). Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(d) Nothing contained in this Section 6 shall affect the right of any party hereto to serve process in any other manner permitted by applicable Requirements of Law or commence legal proceedings or otherwise proceed against any party hereto in any other jurisdiction.

[SIGNATURE PAGES FOLLOW]

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

HELP/SYSTEMS, LLC,
a Delaware limited liability company,
as Grantor


By: 

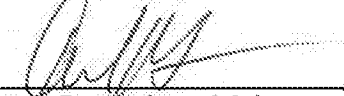
Name: Daniel R. Mayleben
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH
as the Agent

By: 
Name: Vipul Dhadha
Title: Authorized Signatory

By: 
Name: D. Andrew Maletta
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement (Second Lien)]




[[3559284]]

TRADEMARK
REEL: 005655 FRAME: 0376

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Country	Filing date	Appl. No.	Reg. date	Reg. No.	Owner
	EU	8/30/2011	10227155	2/2/2012	10227155	Help/Systems, LLC
POWERLOCK	EU	5/21/2002	2704658	10/16/2003	2704658	Help/Systems, LLC
POWERTECH	EU	5/20/2002	2702660	9/22/2004	2702660	Help/Systems, LLC
ROBOT/ALERT	EU	11/22/2002	2943967	3/30/2005	2943967	Help/Systems, LLC
ROBOT/CONSOLE	EU	3/27/2001	2150308	8/1/2002	2150308	Help/Systems, LLC
ROBOT/REPORTS	EU	11/22/2002	2944189	3/30/2005	2944189	Help/Systems, LLC
ROBOT/SAVE	EU	3/27/2001	2151900	5/10/2002	2151900	Help/Systems, LLC
ROBOT/SCHEDULE	EU	3/27/2001	2151736	9/30/2002	2151736	Help/Systems, LLC
ROBOT/SCHEDULE ENTERPRISE	EU	11/5/2009	8666513	5/24/2010	8666513	Help/Systems, LLC
SHOWCASE	Norway	6/13/1994	199403263	4/11/2000	202255	Help/Systems, LLC
SHOWCASE	Sweden	5/28/1997	1997/05030	6/16/2000	338468	Help/Systems, LLC
SHOWCASE	U.K	6/9/1994	1574833	6/9/1994	1,574,833	Help/Systems, LLC
	U.S.	8/23/2011	85/404,847	1/1/2013	4,269,136	Help/Systems, LLC
	U.S.	9/12/2008	77/569,211	4/13/2010	3,774,010	Help/Systems, LLC
	U.S.	9/19/2008	77/574,165	4/27/2010	3,779,990	Help/Systems, LLC
	U.S.	9/12/2008	77/569,238	9/8/2009	3,678,769	Help/Systems, LLC
	U.S.	1/16/2014	86/167,709			Help/Systems, LLC
AUTOMATE	U.S.	9/12/2008	77/569,236	4/28/2009	3,611,822	Help/Systems, LLC
AUTOMATING DOCUMENT PROCESSES	U.S.	11/01/2014	86/442,071			Help/Systems, LLC
DELIVERNOW	U.S.	5/14/2013	85/931,773	4/1/2014	4,504,395	Help/Systems, LLC
HELPSYSTEMS	U.S.	1/16/2014	86/167,702			Help/Systems, LLC
INTERMAPPER	U.S.	12/6/1999	75/864,402	7/31/2001	2,473,027	Help/Systems, LLC
MESSANGERCONSOLE	U.S.	4/10/2000	76/021,061	2/6/2001	2,427,143	Help/Systems, LLC
MESSANGERPLUS	U.S.	4/10/2000	76/021,062	2/6/2001	2,427,144	Help/Systems, LLC
NO CODE, NO LIMITS	U.S.	9/12/2008	77/569,243	9/8/2009	3,678,770	Help/Systems, LLC
ORCHESTRATE, INTEGRATE, AUTOMATE	U.S.	9/19/2008	77/574,174	9/22/2009	3,685,241	Help/Systems, LLC
POWERADMIN	U.S.	4/17/2012	85/600,096	4/22/2014	4,518,313	Help/Systems, LLC
POWERTECH	U.S.	1/3/2000	75/883,972	1/16/2001	2,421,221	Help/Systems, LLC
ROBOT	U.S.	1/10/1990	74/017,725	12/25/1990	1,628,993	Help/Systems, LLC
ROBOT/ALERT	U.S.	6/22/1995	74/692,046	6/4/1996	1,978,335	Help/Systems, LLC

Trademark	Country	Filing date	Appl. No.	Reg. date	Reg. No.	Owner
ROBOT/CLIENT	U.S.	10/21/1997	75/377,200	12/8/1998	2,208,887	Help/Systems, LLC
ROBOT/CONSOLE	U.S.	1/13/1992	74/237,068	9/15/1992	1,715,358	Help/Systems, LLC
ROBOT/CPA	U.S.	1/10/1990	74/017,733	3/26/1991	1,639,348	Help/Systems, LLC
ROBOT/LPAR	U.S.	10/1/2004	78/493,146	5/2/2006	3,087,239	Help/Systems, LLC
ROBOT/NETWORK	U.S.	11/22/1991	74/224,058	9/1/1992	1,711,417	Help/Systems, LLC
ROBOT/REPLAY	U.S.	12/9/1997	75/402,454	2/9/1999	2,222,678	Help/Systems, LLC
ROBOT/REPORTS	U.S.	7/19/1995	74/703,386	5/28/1996	1,976,839	Help/Systems, LLC
ROBOT/SAVE	U.S.	1/10/1990	74/017,791	4/23/1991	1,642,436	Help/Systems, LLC
ROBOT/SCHEDULE	U.S.	5/25/1999	75/713,605	5/15/2001	2,450,545	Help/Systems, LLC
ROBOT/SCHEDULE ENTERPRISE	U.S.	6/9/2009	77/755,686	3/30/2010	3,766,523	Help/Systems, LLC
ROBOT/SPACE	U.S.	3/21/2001	76/229,137	1/29/2002	2,534,166	Help/Systems, LLC
ROBOT/UPS	U.S.	7/19/1995	74/703,388	6/4/1996	1,978,481	Help/Systems, LLC
SEQUEL VIEWPOINT	U.S.	12/2/2008	77/625,032	1/26/2010	3,741,750	Help/Systems, LLC
SHOWCASE	U.S.	6/23/2003	78/265,704	6/15/2004	2,853,829	Help/Systems, LLC
SIGNHERE	U.S.	2/1/2012	85/531,246	11/6/2012	4,236,601	Help/Systems, LLC
SKYBOT SCHEDULER	U.S.	8/5/2010	85/100,738	7/24/2012	4,179,975	Help/Systems, LLC
SKYBOT SOFTWARE	U.S.	8/5/2010	85/100,736	7/24/2012	4,179,974	Help/Systems, LLC
SMART AP	U.S.	8/2/2013	86/027,642			Help/Systems, LLC
STANDGUARD	U.S.	6/15/2001	76/271,880	4/22/2003	2,709,972	Help/Systems, LLC
WEBDOCS	U.S.	11/01/2014	86/442,068			Help/Systems, LLC

2. TRADEMARK APPLICATIONS

Trademark	Appl. No.	Response Type (Deadline)
HELPSYSTEMS	86/167,702	Response to Office Action (10/23/2014). Further non-final OA issued (06/09/2015).
SMART AP	86/027,642	Statement of Use (9/4/2014). Three extension requests to file the Statement of Use have been filed and accepted. The last extension request was granted on 09/21/2015.