

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sirius Computer Solutions, Inc.		10/30/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3798699	SIRIUS COMPUTER SOLUTIONS	
Registration Number:	4586868	ASK MORE OF YOUR DATA	
Registration Number:	4586867	BRIGHTLIGHT	
Registration Number:	4586869	BRIGHT LIGHT	
Registration Number:	3707581	MSI SYSTEMS INTEGRATORS	
Registration Number:	3707579	MSI SYSTEMS INTEGRATORS	
Registration Number:	4699453	VANTAGEPOINT	
Registration Number:	4080199	VARROW	
Registration Number:	4087323	VARROW	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindal LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		

OP \$240.00 3798699

SIGNATURE:	/Michael Barys/
DATE SIGNED:	11/03/2015
Total Attachments: 6 source=18. SCS - Second L#page1.tif source=18. SCS - Second L#page2.tif source=18. SCS - Second L#page3.tif source=18. SCS - Second L#page4.tif source=18. SCS - Second L#page5.tif source=18. SCS - Second L#page6.tif	

SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of October 30, 2015, made by SIRIUS COMPUTER SOLUTIONS, INC., a Texas corporation having a principal place of business at 10100 Reunion Place, Suite 500, San Antonio, Texas 78216 (the "Grantor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, having a principal place of business at Eleven Madison Avenue, 6th floor, New York, New York 10010 as collateral agent (the "Agent") for the several banks and other financial institutions (collectively, the "Lenders"), from time to time party to the Second Lien Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the Second Lien Guarantee and Collateral Agreement defined below).

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, or refinancing or increasing the Indebtedness under such agreement or any successor agreements, the "Second Lien Credit Agreement"), among SCS MIDCO, INC., a Delaware corporation (together with any successor in interest thereto, "Holding"), the Grantor, SCS MERGER SUB, INC., a Delaware corporation (to be replaced with its successor by merger, SCS HOLDINGS I INC., a Delaware corporation, the "Parent Borrower"), the Grantor, the Agent and the other parties from time to time party thereto, the Lenders have severally agreed to make extensions of credit (collectively, the "Loans") to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantor, the Parent Borrower, Holding and the Agent have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement"), in favor of the Agent; and

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other

financial accommodations to the Borrowers pursuant to the Second Lien Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, 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 or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, as applicable.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of business, pursuant to the Second Lien Guarantee and Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrowers, except as provided in subsection 3.3 of the Second Lien Guarantee and Collateral Agreement.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Second Lien Guarantee and Collateral Agreement. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall prevail.

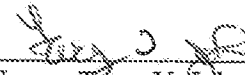
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SIRIUS COMPUTER SOLUTIONS, INC.

By: 
Name: Terry V. Johnson
Title: Chief Financial Officer, Executive
Vice President – Finance &
Operations, Secretary and Treasurer

[Signature Page to Second Lien Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005659 FRAME: 0211

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____

Name: CHRISTOPHER DAY

Title: AUTHORIZED SIGNATORY

By: _____

Name: Max Wallins

Title: Authorized Signatory

SCHEDULE I

Trademark Registrations

<u>TRADEMARK</u>	<u>Reg. No.</u>
Sirius Computer Solutions	3,798,699
Ask More of Your Data	4,586,868
Brightlight	4,586,867
Brightlight (Design)	4,586,869
MSI Systems Integrators	3,707,581
MSI Systems Integrators (Design)	3,707,579
VantagePoint	4,699,453
Varrow	4,080,199
Varrow (Design)	4,087,323