

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362091

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
RESUBMIT DOCUMENT ID:	900340866		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRIDGEWAY SOFTWARE, INC.		09/28/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	GCI CAPITAL MARKETS LLC, AS COLLATERAL AGENT		
Street Address:	150 SOUTH WACKER DRIVE		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3685995	SECRETARIAT	
Registration Number:	3685997	ECOUNSEL	
Registration Number:	1656110	LAWMANAGER	
Registration Number:	4319188	LAW DEPARTMENT MATURITY MODEL	
Registration Number:	4414809	ILDE	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, SUITE 2000		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	053644-0027		
NAME OF SUBMITTER:	Kristin J Azcona		
SIGNATURE:	/kja/		
DATE SIGNED:	11/12/2015		

Total Attachments: 10

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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

November 03, 2015

PTAS

LATHAM & WATKINS LLP
650 TOWN CENTER DRIVE, SUITE 2000
COSTA MESA, CA 92626



900340866

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The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

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Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Thursday, December 3, 2015**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

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Document ID: 900340866

Access Code: EDQEA3P20CH9J46

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

LANAI BUTLER
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

Assignment Division
c/o Lanai Butler

Please record as is with one conveying party as **BRIDGEWAY
SOFTWARE, INC.**

The recordation for the other conveying party was recorded separately at
Reel/Frame No. 5645/0027.

Thank you.



United States Patent and Trademark Office

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*Electronic Trademark Assignment System***Confirmation Receipt**

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRIDGEWAY SOFTWARE, INC.		09/28/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	GCI CAPITAL MARKETS LLC, AS COLLATERAL AGENT		
Street Address:	150 SOUTH WACKER DRIVE		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3685995	SECRETARIAT	
Registration			

TRADEMARK

REEL: 005663 FRAME: 0337

Number:	3685997	ECOUNSEL
Registration Number:	1656110	LAWMANAGER
Registration Number:	4319188	LAW DEPARTMENT MATURITY MODEL
Registration Number:	4414809	ILDE

CORRESPONDENCE DATA

Fax Number: 7147558290
Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM
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.
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 TOWN CENTER DRIVE, SUITE 2000
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

053644-0027

NAME OF SUBMITTER:

KRISTIN J AZCONA

Signature:

/KJA/

Date:

10/14/2015

Total Attachments: 6

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RECEIPT INFORMATION

ETAS ID: TM358594
Receipt Date: 10/14/2015
Fee Amount: \$140

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of September 28, 2015 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of GCI Capital Markets LLC, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of September 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among TA MHI Buyer, Inc., a Delaware corporation (the "Borrower"), TA MHI Holdings, Inc., a Delaware corporation ("Holdings"), the guarantors from time to time party thereto, the lenders from time to time party thereto and several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgors are party to a 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. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral 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 any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Remainder of this page intentionally left blank]


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

PLEDGORS:

MITRATECH HOLDINGS, INC.,
as Pledgor

By: 
Name: Jason Parkman
Title: Chief Executive Officer and President

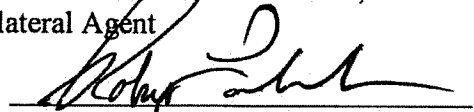
BRIDGEWAY SOFTWARE, INC.,
as Pledgor

By: 
Name: Jason Parkman
Title: Chief Executive Officer and President

Accepted and Agreed:

GCI CAPITAL MARKETS LLC,
as Collateral Agent

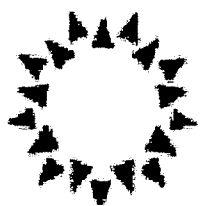
By:



Name: Robert G. Tuchscherer
Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Borrower/Grant or	Trademark	Registratio n Number	Registratio n Date	Status	Jurisdiction
Mitratech Holdings, Inc.	MITRATECH	3497621	09-Sep- 2008	Registered	USA
Mitratech Holdings, Inc.	COLLABORATI	3493954	26-Aug- 2008	Registered	USA
Mitratech Holdings, Inc.	TEAMCONNECT	4678186	27-Jan- 2015	Registered	USA
Mitratech Holdings, Inc.	COLLABORATI	5822192	16-Oct- 2008	Registratio n (Registere d)	Communit y Trademark
Mitratech Holdings, Inc.	TEAMCONNECT	5439633	29-Oct- 2007	Registratio n (Registere d)	Communit y Trademark
Mitratech Holdings, Inc.	MITRATECH	5439484	21-Jul-2009	Registratio n (Registere d)	Communit y Trademark
Mitratech Holdings, Inc.	COLLABORATIV E SPEND MANAGEMENT	5439451	24-Jan- 2008	Registratio n (Registere d)	Communit y Trademark
Mitratech Holdings, Inc.	Design Only 	5439625	03-Feb- 2009	Registratio n (Registere d)	Communit y Trademark
Mitratech Holdings, Inc.	COLLABORATIV E ACCOUNTABILIT Y	4047155	25-Oct- 2011	Registered	USA
Mitratech Holdings, Inc.	COUNSELDIREC T	3520421	21-Oct- 2008	Registered	USA
Economic Analysis Group,	CASETRACK	TMA53220 5	6-Sep-2000	Registered	Canada

Borrower/Grantor	Trademark	Registration Number	Registration Date	Status	Jurisdiction
Ltd. ¹					
LT Online Corporation ²	LAWTRAC	3064799	07-Mar-2006	Registered	USA
Bridgeway Software, Inc.	SECRETARIAT	3685995	09/22/2009	Registered	USA
Bridgeway Software, Inc.	ECOUNSEL	3685997	9/22/2009	Registered	USA
Bridgeway Software, Inc.	LAW MANAGER	1656110	09/10/1991	Registered	USA
Bridgeway Software, Inc.	LAW DEPARTMENT MATURITY MODEL	4319188	04/09/2013	Registered	USA
Bridgeway Software, Inc.	ILDE	4414809	10/08/2013	Registered	USA
Bridgeway Software, Inc.	SECRETARIAT	TMA490157	02/18/1998	Registered	Canada
Bridgeway Software, Inc.	ECOUNSEL	TMA644153	07/13/2005	Registered	Canada

Trademark Applications:

Borrower/Grantor	Trademark	Application Number	Filing Date	Status	Jurisdiction of Application
Bridgeway Software, Inc.	LEGALSPHERE	86/099051	10/23/2013	Published	USA
Bridgeway Software, Inc.	LEGAL OPS IN A BOX	86/270113	05/02/2014	Published	USA

¹ Registration was purchased by Mitratech in August 2015; assignment of registration is in process.

² Entity was purchased by Mitratech in December 2013; subsequently dissolved.