

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM362586

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SYNCSORT INCORPORATED		11/17/2015	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GCI CAPITAL MARKETS LLC, as Administrative Agent		
<b>Street Address:</b>	666 Fifth Avenue, 18th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10103		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1157917	SYNCSORT	
<b>Registration Number:</b>	4771712	ZPCOPY	
<b>Registration Number:</b>	4825182	SILQ	
<b>Registration Number:</b>	4703893	IRONSTREAM	
<b>Registration Number:</b>	2155075	PARASORT	
<b>Registration Number:</b>	2070629	FILEPORT	
<b>Registration Number:</b>	2023810	PIPESORT	
<b>Registration Number:</b>	2427390	VISUAL SYNCSORT	
<b>Registration Number:</b>	2502544		
<b>Registration Number:</b>	2961223	DMEXPRESS	
<b>Registration Number:</b>	4634018	IRONCLUSTER	
<b>Serial Number:</b>	85744435	DMX	
<b>Registration Number:</b>	4107626	MFX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>			
<b>Phone:</b>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>TRADEMARK</b>			

OP \$340.00 1157917

**Correspondent Name:** Nancy Brougher, Paralegal  
**Address Line 1:** Goldberg Kohn Ltd.  
**Address Line 2:** 55 East Monroe Street, Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 6483.012

**NAME OF SUBMITTER:** Nancy Brougher

**SIGNATURE:** /njb/

**DATE SIGNED:** 11/17/2015

**Total Attachments: 6**

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## SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of November 17, 2015, by and between SYNCSORT INCORPORATED, a New Jersey corporation ("Grantor"), in favor of GCI CAPITAL MARKETS LLC, in its capacity as administrative agent for certain secured parties ("Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Second Amended and Restated Security Agreement dated as of the date hereof by and among Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants (and reaffirms its prior grant to Administrative Agent, for the benefit of the Secured Parties, pursuant to each of the Original Trademark Security Agreement and the Amended Trademark Security Agreement) to Administrative Agent, for the benefit of the Secured Parties, a continuing priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the registered Trademarks and applications set forth on Schedule A hereto, and all proceeds and products thereof. Notwithstanding the foregoing, in no event shall Trademarks include any application for registration of a Trademark filed with the United States Patent and Trademark Office ("PTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment

to allege use is accepted by the PTO, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest pledged.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related 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. If there is a conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

4. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

6. **AMENDMENT AND RESTATEMENT.** This Agreement amends and restates in its entirety that certain Amended and Restated Trademark Security Agreement dated as of March 3, 2014 between the Grantor and Administrative Agent (the "Amended Trademark Security Agreement"), which amended and restated in its entirety that certain Trademark Security Agreement dated as of July 13, 2010 between the Grantor and Administrative Agent (the "Original Trademark Security Agreement"). Grantor hereby affirms the validity and enforceability of the security interests, obligations and liabilities granted or arising under each of the Original Trademark Security Agreement and the Amended Trademark Security Agreement, which security interests, obligations and liabilities remain continuous and shall be governed by the terms of this Agreement from and following the date hereof. The execution and delivery of this Agreement shall not constitute a novation or repayment of the obligations under the Original Trademark Security Agreement or the Amended Trademark Security Agreement, as modified herein.

*[Signature Pages Follow]*

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

SYNCSORT INCORPORATED

By:   
Name: Lyone Jaffe  
Title: Chief Executive Officer

Signature Page to Second Amended and Restated Trademark Security Agreement

**TRADEMARK**  
**REEL: 005669 FRAME: 0523**

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,  
as Administrative Agent

By: 

Name: Robert S. Fuchscherer

Title: Managing Director

**Schedule A**

Jur.	Mark	Reg. No.	Ser./App. No.	Filing Date	Reg. Date	Status	Class
US	SYNCSORT	1157917	73229097	9/27/1979	6/23/1981	Registered	9
US	ZPCOPY	4771712	86360698	8/7/2014	7/14/2015	Registered	9
US	SILQ	4825182	86374296	8/22/2014	10/06/2015	Registered	9
US	IRONSTREAM	4703893	86418151	12/30/2014	3/17/2015	Registered	9
US	PARASORT	2155075	74469435	12/13/1993	5/5/1998	Registered	9
US	FILEPORT	2070629	74735733	9/29/1995	6/10/1997	Registered	9
US	PIPESORT	2023810	75039990	1/3/1996	12/17/1996	Registered	9
US	VISUAL SYNCSORT	2427390	75603293	12/10/1998	2/6/2001	Registered	9
US	Sigma (Greek Symbol) & Design	2502544	75659389	3/12/1999	10/30/2001	Registered	9
US	DMEXPRESS	2961223	78295584	9/3/2003	6/7/2005	Registered	9
US	IRONCLUSTER	4634018	86112130	11/6/2013	11/4/2014	Registered	9, 41, 42
US	DMX		85744435	10/3/2012		Suspended	9
US	MFX	4107626	85210091	1/4/2011	3/6/2012	Registered	9
EC	FILEPORT	9071341	9071341	4/30/2010	11/2/2010	Registered	9, 41, 42
EC	SYNCSORT	9071416	9071416	4/30/2010	11/2/2010	Registered	9, 41, 42
EC	DMEXPRESS	9070921	9070921	4/30/2010	5/17/2011	Registered	9, 41, 42
ES	SYNCSORT	1641664	1641664	6/7/1991	1/23/1992	Registered	9
IR-JP	Ironcluster	1203919	1203919	03/17/2014	03/17/2014	Registered	9, 41, 42
JP	DMEXPRESS	5627645	2013-47635	06/20/2013	11/01/2013	Registered	9, 41, 42
JP	DMX	5631767	2013-47636	06/20/2013	11/22/2013	Registered	9, 41, 42
JP	DMX-h		2014-18630	03/12/2014		Suspended	42
JP	DMX-h	5692954	2014-18629	03/12/2014	8/8/2014	Registered	9, 41
JP	MFX	5627646	2013-47637	06/20/2013	11/01/2013	Registered	41, 42
JP	MFX		2013-	12/09/2013		Pending	9

Jur.	Mark	Reg. No.	Ser./App. No.	Filing Date	Reg. Date	Status	Class
			96479				
JP	PIPESORT	5627647	2013-47638	06/20/2013	11/01/2013	Registered	9, 41, 42
JP	SYNCSORT	5627648	2013-47639	06/20/2013	11/01/2013	Registered	9, 41, 42