

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eze Castle Software LLC		10/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as collateral agent		
Street Address:	335 Madison Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3964354		
Registration Number:	3593883	EUROVAB	
Registration Number:	2547387	HOTTREND	
Registration Number:	3925110	LIQUIDITY SCOPE	
Registration Number:	2405718	REALTICK	
Registration Number:	2876560	REALTICK	
Registration Number:	3964356	REALTICK API	
Registration Number:	3964254	REALTICK DATA	
Registration Number:	2712768	REALTRADE	
Registration Number:	2355296	TA_SRV	
Registration Number:	2603340	TAL	
Registration Number:	3408599	TICKETMINDER	
Registration Number:	2424766	TOWNSEND ANALYTICS	
Registration Number:	3148055	TURBOOPTIONS	
CORRESPONDENCE DATA			
Fax Number:	5852631600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 5852631000
Email: nytm@nixonpeabody.com
Correspondent Name: Kristen M. Walsh, Nixon Peabody LLP
Address Line 1: 1300 Clinton Square
Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:	75035-1
NAME OF SUBMITTER:	Kristen M. Walsh
SIGNATURE:	/kristenmwash/
DATE SIGNED:	11/18/2015

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of October 8, 2015, by and among **EZE CASTLE SOFTWARE LLC** (“Grantor”) and **BANK OF AMERICA, N.A.**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Grantor is party to a Second Lien Pledge and Security Agreement, dated as of April 4, 2013 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented and/or otherwise modified, the “Second Lien Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor is 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 (as defined in the Second Lien Security Agreement), Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor 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 Grantor:

- (a) Trademarks of Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Second Lien 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 Second Lien Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Second Lien Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge,

grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 6. Subordination and Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement referred to below), including liens and security interests granted to Bank of America, N.A., as administrative agent and collateral agent (in such capacities, the "Initial Senior Agent"), pursuant to or in connection with the First Lien Credit Agreement, dated as of April 4, 2013 (as amended, restated, amended and restated, extended, supplemented, Refinanced and/or otherwise modified from time to time), among Convoy Diamondback Holdings LLC, a Delaware limited liability company ("Holdings I"), Convoy Diamondback Holdings Inc., a Delaware corporation ("Holdings II" and, together with Holdings I, the "Holdings Entities"), Eze Software Group LLC, a Delaware limited liability company ("Lead Borrower"), as Borrower Representative and a Borrower, Eze Castle Software, Inc., a Delaware corporation ("Co-Borrower" and, collectively with the Lead Borrower, the "Borrowers"), as a Borrower, each lender and other party from time to time party thereto and the Initial Senior Agent, and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement dated as of April 4, 2013 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "First Lien/Second Lien Intercreditor Agreement"), among the Initial Senior Agent, the Initial Second Priority Representative (as defined therein), the Holdings Entities, the Borrowers and their subsidiaries party from time to time thereto and each additional Representative (as defined therein) party from time to time thereto. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

In Witness Whereof, the Grantor has caused this Trademark Security Agreement to be executed and delivered by a duly authorized officer as of the date first set forth above.

EZE CASTLE SOFTWARE LLC

By: 
Name: P. Cameron Hyzer
Title: Chief Financial Officer and
Executive Managing Director

[Second Lien Trademark Security Agreement – Eze Castle Software LLC]

TRADEMARK
REEL: 005672 FRAME: 0111

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____

Name:

David H. Strickert


Title:

Managing Director

[Second Lien Trademark Security Agreement – Eze Castle Software LLC]

TRADEMARK
REEL: 005672 FRAME: 0112

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
Design mark 	77/969535	3/26/2010	3,964,354	5/24/2011
EuroVAB	77/375323	1/18/2008	3,593,883	3/24/2009
Hottrend	76/300407	8/16/2001	2,547,387	3/12/2002
Liquidity Scope	85/056515	6/7/2010	3,925,110	3/1/2011
RealTick	75/751113	7/14/1999	2,405,718	11/21/2000
RealTick	76/520248	5/8/2003	2,876,560	8/24/2004
RealTick API	77/969549	3/26/2010	3,964,356	5/24/2011
RealTick Data	77/954480	3/9/2010	3,964,254	5/24/2011
RealTrade	76/279890	6/27/2001	2,712,768	5/6/2003
TA_SRV	75/776698	8/13/1999	2,355,296	6/6/2000
TAL	75/773400	8/11/1999	2,603,340	8/6/2002
TicketMinder	77/242104	7/30/2007	3,408,599	4/8/2008
Townsend Analytics	75/773041	8/11/1999	2,424,766	1/30/2001
TurboOptions	78/661964	6/30/2005	3,148,055	9/26/2006