

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362980

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Syncsort Incorporated		11/17/2015	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	NB Private Debt Fund LP, as Administrative Agent		
Street Address:	605 Third Avenue		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10158		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1157917	SYNCSORT	
Registration Number:	4771712	ZPCOPY	
Registration Number:	4825182	SILQ	
Registration Number:	4703893	IRONSTREAM	
Registration Number:	2155075	PARASORT	
Registration Number:	2070629	FILEPORT	
Registration Number:	2023810	PIPESORT	
Registration Number:	2427390	VISUAL SYNCSORT	
Registration Number:	2502544		
Registration Number:	2961223	DMEXPRESS	
Registration Number:	4634018	IRONCLUSTER	
Registration Number:	4107626	MFX	
Serial Number:	85744435	DMX	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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>			

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Phone: 919 286-8000
Email: PTO_TMconfirmation@mvalaw.com
Correspondent Name: MOORE & VAN ALLEN PLLC
Address Line 1: 3015 CARRINGTON MILL BOULEVARD
Address Line 2: SUITE 400
Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 036900.021

NAME OF SUBMITTER: John E. Slaughter

SIGNATURE: /John E. Slaughter/

DATE SIGNED: 11/19/2015

Total Attachments: 6

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of November 17, 2015, by and between SYNC SORT INCORPORATED, a New Jersey corporation ("Grantor"), in favor of NB PRIVATE DEBT FUND LP, in its capacity as administrative agent for certain secured parties ("Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien 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 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 to Administrative Agent, for the benefit of the Secured Parties, a continuing 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.

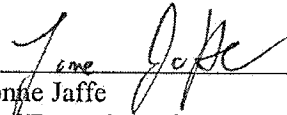
4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account 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.

[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: Lonnie Jaffe
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

NB PRIVATE DEBT FUND LP
as Administrative Agent

By: 

Name: Teale Long
Title: Its Duly Authorized Signatory

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

Jur.	Mark	Reg. No.	Ser./App. No.	Filing Date	Reg. Date	Status	Class
JP	MFX		2013-96479	12/09/2013		Pending	9
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