

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM363152

<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>
XIFIN, INC.		11/20/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTARES CAPITAL LP, as administrative agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2740713	XIFIN	
<b>Registration Number:</b>	3865861	BRINGING SCIENCE TO REVENUE MANAGEMENT	
<b>Registration Number:</b>	4289902	AP ANYWHERE	
<b>Registration Number:</b>	4568660	AP ANYWHERE EXPRESS	
<b>Registration Number:</b>	4542110	VISUALSHARE	
<b>Registration Number:</b>	4589774	VISUALSTRATA	
<b>Registration Number:</b>	4542111	TELECAM	
<b>Registration Number:</b>	4768021	X	
<b>Serial Number:</b>	86445863	CCDX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	ssexton@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	23743.009023		
<b>NAME OF SUBMITTER:</b>	Sally Sexton		

OP \$240.00 2740713

<b>SIGNATURE:</b>	/sallysexton/
<b>DATE SIGNED:</b>	11/20/2015
<b>Total Attachments: 5</b> source=Xifin - EXECUTED Trademark Security Agreement#page1.tif source=Xifin - EXECUTED Trademark Security Agreement#page2.tif source=Xifin - EXECUTED Trademark Security Agreement#page3.tif source=Xifin - EXECUTED Trademark Security Agreement#page4.tif source=Xifin - EXECUTED Trademark Security Agreement#page5.tif	

## EXECUTION COPY

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 20, 2015, is made by Xifin, Inc., a California corporation (the "Grantor"), in favor of Antares Capital LP ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of November 20, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to secure its Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its Secured Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks, IP Licenses and the Closing Date License subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

**- Remainder of Page Intentionally Left Blank; Signature Pages Follow -**

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

Very truly yours,

**XIFIN, INC.,**  
as Grantor

By: 

Name: Lale White

Title: President and Chief Executive Officer

[Signature Page to Patent Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:


**ANTARES CAPITAL LP,**  
as Agent

By: Nirmal B. Bivek  
Name: Nirmal B. Bivek  
Its: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Application Serial Number	Registration Number	Status	Registration/ Issue Date	Mark	Owner/ Assignee
76/198142	2740713	Registered	July 22, 2003	XIFIN	Xifin, Inc.
77/923466	3865861	Registered	October 19, 2010	BRINGING SCIENCE TO REVENUE MANAGEMENT	Xifin, Inc.
85/456019	4289902	Registered	February 12, 2013	AP ANYWHERE	Xifin, Inc.
85/456029	4568660	Registered	July 15, 2014	AP ANYWHERE EXPRESS	Xifin, Inc.
85933820	4542110	Registered	June 3, 2014	VISUALSHARE	Xifin, Inc.
85933874	4589774	Registered	August 19, 2014	VISUALSTRATA	Xifin, Inc.
85933849	4542111	Registered	June 3, 2014	TELECAM	Xifin, Inc.
86/437768	4768021	Registered	July 7, 2015		Xifin, Inc.

TRADEMARK APPLICATIONS

Application Serial Number	Registration Number	Status	Registration/ Issue Date	Mark	Owner/ Assignee
86/445863	n/a	Published	October 27, 2015	CCDx	Xifin, Inc.