

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Duncan Solutions, Inc.		02/05/2016	CORPORATION: CALIFORNIA
Professional Account Management, LLC		02/05/2016	LIMITED LIABILITY COMPANY: WISCONSIN
Law Enforcement Solutions, LLC		02/05/2016	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Fifth Third Bank as Administrative Agent		
Street Address:	38 Fountain Square Plaza		
Internal Address:	Attn: Loan Syndications		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3971366	PARK ATLANTA	
Registration Number:	0966013	DUNCAN	
Serial Number:	86773121	DUNCAN SOLUTIONS	
Serial Number:	86773131	DUNCAN	
Serial Number:	86773128	DUNCAN SOLUTIONS	
Serial Number:	86662924	DRIVE	
Serial Number:	86773117	PROFESSIONAL ACCOUNT MANAGEMENT	
Serial Number:	86638186	PROFESSIONAL ACCOUNT MANAGEMENT	
Serial Number:	85642766	AP+	
Serial Number:	85642760	AUTOPROCESS-PLUS	
Serial Number:	86773126	LAW ENFORCEMENT SYSTEMS	
Serial Number:	86638205	LAW ENFORCEMENT SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:			

CH \$315.00 3971366

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.

Phone: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Lauryn E. May
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	5850.19
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NAME OF SUBMITTER:	Lauryn E. May
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SIGNATURE:	/Lauryn E. May by trademarkny/
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DATE SIGNED:	02/08/2016
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of **February 5, 2016** is executed and delivered by DUNCAN SOLUTIONS, INC., a California corporation (“**Duncan**”), PROFESSIONAL ACCOUNT MANAGEMENT, LLC, a Wisconsin limited liability company (“**PAM**”), and LAW ENFORCEMENT SYSTEMS, LLC, a New York limited liability company (together with Duncan and PAM, the “**Grantors**”), in favor of FIFTH THIRD BANK, in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, “**Administrative Agent**”) for Secured Parties under the Guaranty, Pledge and Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty, Pledge and Security Agreement.

RECITALS:

WHEREAS, Grantors have adopted, used and are using the Trademarks set forth on Annex 1 hereto (collectively, the “**Registered Trademarks**”);

WHEREAS, Grantors have executed and delivered in favor of Administrative Agent for the benefit of the Secured Parties a certain Guaranty, Pledge and Security Agreement dated as of February 5, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “**Guaranty, Pledge and Security Agreement**”); and

WHEREAS, pursuant to the Guaranty, Pledge and Security Agreement, Grantors have granted to Administrative Agent for the benefit of the Secured Parties a security interest in, among other things, all right, title and interest of each Grantor in and to each of the Registered Trademarks to secure the prompt and complete payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

1. *Incorporation of Guaranty, Pledge and Security Agreement.* The Guaranty, Pledge and Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto. In the event of any conflict between any provision of the Guaranty, Pledge and Security Agreement and any provision of this Agreement, the provisions of the Guaranty, Pledge and Security Agreement shall control.

2. *Grant and Reaffirmation of Grant of Security Interests.* To secure the prompt and complete payment, performance and observance of the Secured Obligations, each Grantor hereby grants to Administrative Agent for the benefit of the Secured Parties (and hereby ratifies, confirms and reaffirms its grant pursuant to the Guaranty, Pledge and Security Agreement of) a continuing security interest in all of the following property and interests in property of such Grantor, whether now owned and existing or hereafter acquired or arising:

(a) all of the Registered Trademarks, all recordings and registrations thereof and applications therefor, all renewals and extensions thereof, all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby; and

(b) all proceeds of the foregoing, including, without limitation, all general intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to the Registered Trademarks.

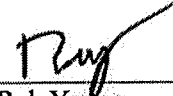
3. *Counterparts.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures delivered by facsimile and other electronic transmission shall bind the parties hereto.

4. *Governing Law.* THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES.

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- Signature Page(s) Follow -*

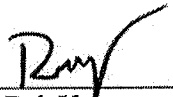
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

DUNCAN SOLUTIONS, INC.,
a California corporation

By: 
Name: Rob Young
Title: Vice President

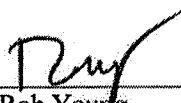
LAW ENFORCEMENT SYSTEMS, LLC,
a New York limited liability company

By: Duncan Solutions, Inc., a California corporation, its
managing member

By: 
Name: Rob Young
Title: Vice President


**PROFESSIONAL ACCOUNT MANAGEMENT,
LLC,**
a Wisconsin limited liability company

By: Duncan Solutions, Inc., a California corporation, its
managing member

By: 
Name: Rob Young
Title: Vice President

ACKNOWLEDGED AND AGREED
AS OF THE DATE FIRST ABOVE WRITTEN:


FIFTH THIRD BANK,
as Administrative Agent

By: 
Name: *Carolee Mung*
Title: *Vice President*


**ANNEX 1
TO
TRADEMARK SECURITY AGREEMENT**

REGISTERED TRADEMARKS

TRADEMARK REGISTRATIONS

Mark	Grantor	App. No.	App. Date	Reg. No.	Reg. Date
DUNCAN	Duncan Solutions, Inc.	72/410,862	12/22/1971	966,013	8/14/1973
PARK ATLANTA & Design 	Professional Account Management, LLC	77/874,312	11/17/2009	3,971,366	5/31/2011

TRADEMARK APPLICATIONS

Mark	Grantor	App. No.	App. Date
DUNCAN SOLUTIONS	Duncan Solutions, Inc.	86/773,121	9/30/2015
DUNCAN	Duncan Solutions, Inc.	86/773,131	9/30/2015
DUNCAN SOLUTIONS & Design 	Duncan Solutions, Inc.	86/773,128	9/30/2015
DRIVE	Duncan Solutions, Inc.	86/662,924	6/15/2015
PROFESSIONAL ACCOUNT MANAGEMENT	Professional Account Management, LLC	86/773,117	9/30/2015
PROFESSIONAL ACCOUNT MANAGEMENT	Professional Account Management, LLC	86/638,186	5/21/2015
AP+	Professional Account Management, LLC	85/642,766	6/4/2012
AUTOPROCESS-PLUS	Professional Account Management, LLC	85/642,760	6/4/2012
LAW ENFORCEMENT SYSTEMS	Law Enforcement Solutions, LLC	86/773,126	9/30/2015
LAW ENFORCEMENT SYSTEMS	Law Enforcement Solutions, LLC	86/638,205	5/21/2015