

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381506

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACCESSO TECHNOLOGY GROUP PLC		03/14/2016	Public Limited Company: ENGLAND
RECEIVING PARTY DATA			
Name:	LLOYDS BANK PLC		
Street Address:	25 Gresham Street		
City:	London		
State/Country:	ENGLAND		
Postal Code:	EC2V 7HN		
Entity Type:	Public Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3675252	Q-BOT	
Registration Number:	3501058	SALESPOINT SOLUTIONS	
Registration Number:	2570529	SIRIUSWARE	
Registration Number:	2029905	SIRIUS SOFTWARE	
Serial Number:	86109279	ACCESSO LOQUEUE	
Serial Number:	86615313	Q100	
Serial Number:	86615205	QBAND	
Serial Number:	86615190	QSMART	
Serial Number:	86615172	QBOT	
Serial Number:	86585829		
Serial Number:	86585892	ACCESSO SIRIUSWARE	
Serial Number:	86585766	ACCESSO SIRIUSWARE	
Serial Number:	86109289	ACCESSO LOQUEUE	
Serial Number:	86109417		
Serial Number:	86109412		
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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: 312-609-7943
Email: skowalski@vedderprice.com
Correspondent Name: Sylvia Kowalski
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	48237.00.0004-SCHMITZ
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NAME OF SUBMITTER:	Sylvia Kowalski
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SIGNATURE:	/Sylvia Kowalski/
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DATE SIGNED:	04/21/2016
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Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of March 14, 2016, by **ACCESSO TECHNOLOGY GROUP PLC** (the "*Pledgor*"), an English public limited company, in favor of **LLOYDS BANK PLC**, in its capacity as Lender, Agent and Security Agent, pursuant to the Credit Agreement (in such capacities, the "*Security Agent*"), an English public limited company.

WITNESSETH:

WHEREAS, the Pledgor is party to an Amended and Restated Security Agreement of even date herewith (the "*Security Agreement*") in favor of the Security Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Security Agent to enter into the Credit Agreement, the Pledgor hereby agrees with the Security Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Security Agent 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 the Pledgor:

- (a) Trademarks of the Pledgor 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. Security Agreement. The security interest granted pursuant to Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademarks 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 any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Security Agent shall otherwise determine.


SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Security Agent shall execute, acknowledge, and deliver to the Pledgor 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, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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

Very truly yours,

ACCESSO TECHNOLOGY GROUP PLC

By: 
Title **CEO**

Accepted and Agreed:

LLOYDS BANK PLC,
as Security Agent

By: _____
Title

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

Very truly yours,

ACCESSO TECHNOLOGY GROUP PLC

By: _____
Title

Accepted and Agreed:

LLOYDS BANK PLC,
as Security Agent

A. S. K.

By: *ASPEL JAMES FICA*
Title *RELATIONS UNIT DIRECTOR.*

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Borrower	3675252	QBOT
Borrower	3501058	Salespoint Solutions
Borrower	2570529	SIRIUSWARE
Borrower	2029905	Sirius Software

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Borrower	86/109279	ACCESSO LOQUEUE
Borrower	86/615313	Q100
Borrower	86/615205	QBAND
Borrower	86/615190	QSMART
Borrower	86/615172	QBOT
Borrower	86/585829	Incomplete Star Design
Borrower	86/585892	Accesso Siriusware
Borrower	86/585766	Accesso Siriusware
Borrower	86/109289	ACCESSO LOQUEUE
Borrower	86/109417	Lines Design
Borrower	86/109412	Lines Design