

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382679

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Software, LLC		05/02/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Dr., Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2140219	T	
Registration Number:	1673332	TIMELINE	
Registration Number:	3711778	G GLOBAL SOFTWARE INCORPORATED	
Registration Number:	3831785	ED QUERYEXCHANGE	
Registration Number:	2514193	GBA	
Registration Number:	2456203	SCHOOL SAFETY SOFTWARE: SSP2000	
Registration Number:	2450538	BUSINESS ALERTS	
Registration Number:	2382663	WORKWISE	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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>			
Phone:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.352		

OP \$215.00 2140219

NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	05/02/2016
Total Attachments: 5 source=Global_Software_-_Trademark_Security_Agreement#page1.tif source=Global_Software_-_Trademark_Security_Agreement#page2.tif source=Global_Software_-_Trademark_Security_Agreement#page3.tif source=Global_Software_-_Trademark_Security_Agreement#page4.tif source=Global_Software_-_Trademark_Security_Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 2, 2016, by GLOBAL SOFTWARE, LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and 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 Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks set forth on Schedule I hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

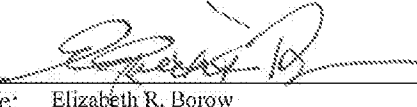
3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted

hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[signature page follows]

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

GLOBAL SOFTWARE, LLC

By: 
Name: Elizabeth R. Borow
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: _____
Name: _____
Title: _____

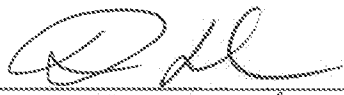
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GLOBAL SOFTWARE, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: A. Brady Haba
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
T	75155898	2140219	3/3/98
TIMELINE	74143338	1673332	1/28/92
G GLOBAL SOFTWARE INCORPORATED	77718974	3711778	11/17/09
ED QUERYEXCHANGE	77910958	3831785	8/10/10
GBA	75909065	2514193	12/4/01
SCHOOL SAFETY SOFTWARE: SSP2000	75741713	2456203	5/29/01
BUSINESS ALERTS	75702172	2450538	5/15/01
WORKWISE	75675761	2382663	9/5/00