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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM386847

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bowman Systems L.L.C.		05/25/2016	Limited Liability Company: LOUISIANA

RECEIVING PARTY DATA

Name:	TPG Specialty Lending, Inc., as the Collateral Agent	
Street Address:	301 Commerce Street, Suite 3300	
City:	Forth Worth	
State/Country:	TEXAS	
Postal Code:	76102	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3255147	COMMUNITYPOINT
Registration Number:	3359610	SERVICEPOÎNT
Registration Number:	3372933	HOUSINGPOÎNT
Registration Number:	3375963	HOUSINGPOINT
Registration Number:	3378559	SERVICEPOINT
Registration Number:	4165300	S SPERO SOFTWARE
Registration Number:	4353676	BOWMAN SYSTEMS

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	74267/008
NAME OF SUBMITTER:	Christine Slattery

TRADEMARK REEL: 005808 FRAME: 0823

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SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	06/07/2016		
Total Attachments: 3			
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TRADEMARK
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

WHEREAS, Bowman Systems L.L.C., a Louisiana limited liability company (the "<u>Grantor</u>") and TPG Specialty Lending, Inc., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "<u>Grantee</u>") have entered into that certain Counterpart Agreement dated as of the date hereof to join a Pledge and Security Agreement, dated November 9, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "<u>Security Agreement</u>") pursuant to which the delivery of this Trademark Security Agreement in favor of Grantee is required.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby agree with the Grantee as follows:

- 1. The Grantor does hereby grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, excluding anything that is not "Collateral" as set forth in Section 2.2 the Security Agreement (the "Trademark Collateral") to secure the prompt payment, performance and observance of the Secured Obligations.
- 2. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Remainder of page intentionally left blank]

TRADEMARK
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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of \underline{May} $\underline{25}$, 2016.

BOWMAN SYSTEMS L.L.C.

By:

Name: T. Kelly Mann

Title: President

TRADEMARK
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SCHEDULE A TO GRANT OF A SECURITY INTEREST

Name	Jurisdiction	Registration Number	Registration Date	Owner
CommunityPoint	U.S.	3255147	June 26, 2007	Bowman Systems L.L.C.
SERVICEpoint (Word+Design)	U.S.	3359610	Dec. 25, 2007	Bowman Systems L.L.C.
HOUSINGpoint (Word+Design)	U.S.	3372933	Jan. 22, 2008	Bowman Systems L.L.C.
HousingPoint	U.S.	3375963	Jan. 29, 2008	Bowman Systems L.L.C.
ServicePoint	U.S.	3378559	Feb. 5, 2008	Bowman Systems L.L.C.
S Spero Software (Word+Design)	U.S.	4165300	June 26, 2012	Bowman Systems L.L.C. ¹
Bowman Systems (Word+Design)	US.	4353676	June 18, 2013	Bowman Systems L.L.C.

Registration currently in name of Spero Software, LLC. Assignment to Bowman Systems L.L.C. to be recorded post-closing.

TRADEMARK REEL: 005808 FRAME: 0827

RECORDED: 06/07/2016