

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387838

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oerm Software, Inc.		06/14/2016	Corporation: DELAWARE
Diamondback Acquisition, Inc.		06/14/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Obsidian Agency Services, Inc.
Street Address:	2951 28th Street
Internal Address:	Suite 1000
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90405
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3905156	ACE
Registration Number:	3862571	ATRION
Registration Number:	2460737	ATRION
Registration Number:	2170743	CHEMMATE
Registration Number:	2161096	COMPLIANCE SUITE
Registration Number:	2190308	COMPLY PLUS
Registration Number:	2342238	COMPLY PLUS
Registration Number:	3301685	CYBERREGS
Registration Number:	2361163	DOLPHIN ONLINE
Registration Number:	2256505	DYADEM
Registration Number:	2481694	ENVIRONMAX
Registration Number:	3121475	ESSENTIAL SUITE
Registration Number:	3266503	FMEA-MED
Registration Number:	2965279	FMEA-PRO
Registration Number:	3330080	FTA- PRO
Registration Number:	3303243	IMPACT ERM
Registration Number:	2313540	

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Property Type	Number	Word Mark
Registration Number:	2040122	PC COMPLIANCE
Registration Number:	2252973	PHA-PRO
Registration Number:	2106923	REFRIGERANT JOURNAL SOFTWARE
Registration Number:	4000310	REGDBONLINE
Registration Number:	4682430	SPHERA
Registration Number:	3468461	STATURE

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 2028357500
Email: dcip@milbank.com
Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP
Address Line 1: 1850 K Street NW
Address Line 2: Suite 1100
Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	Matthew K. Knabel
SIGNATURE:	/Matthew K. Knabel/
DATE SIGNED:	06/14/2016

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT dated as of June 14, 2016 (this "**Agreement**"), among OERM SOFTWARE, INC., a Delaware corporation (the "**Borrower**"), DIAMONDBACK ACQUISITION, INC., a Delaware corporation ("**Holdings**") and the other Subsidiaries of Holdings and each other entity from time to time party hereto (together with the Borrower and Holdings, each a "**Grantor**", and collectively, the "**Grantors**"), and Obsidian Agency Services, Inc., as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of June 14, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Grantors and the Collateral Agent and (b) the Credit Agreement dated as of June 14, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, the lenders from time to time party thereto (the "**Lenders**"), Obsidian Agency Services, Inc., as administrative agent for the Term Loan Lenders, Collateral agent and Co-Lead Arranger and PNC Bank, National Association, as administrative agent for the Revolving Lenders, L/C Issuer and Co-Lead Arranger.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title or interest in or to any and all of the following assets and properties (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision

thereof, and all extensions or renewals thereof listed on Schedule I (the “*Trademarks*”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law; provided that, at such time a verified statement of actual use of any such Trademark is filed with the United States Patent and Trademark Office, such Trademark shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Trademark.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Grantors:

OERM SOFTWARE, INC.

By: 

Name: Paul Marushka
Title: President & Chief Executive Officer

DIAMONDBACK ACQUISITION, INC.

By: 

Name: Paul Marushka
Title: Chief Executive Officer


OERM SOFTWARE INDIA
INTERMEDIATE HOLDINGS, LLC

By: 

Name: Paul Marushka
Title: President & Chief Executive Officer

Collateral Agent:

OBSIDIAN AGENCY SERVICES, INC., as
Collateral Agent

By: 
Name: Philip Tseng
Title: Vice President

Schedule I

I. Trademarks owned by Diamondback Acquisition, Inc.

Mark	Reg No	Reg Date
ACE	3,905,156	1/11/2011
ATRION	3,862,571	10/19/2010
ATRION and Design	2,460,737	6/19/2001
CHEMMATE	2,170,743	7/7/1998
COMPLIANCE SUITE	2,161,096	5/26/1998
COMPLY PLUS	2,190,308	9/22/1998
COMPLY PLUS	2,342,238	4/18/2000
CYBERREGS	3,301,685	10/2/2007
DOLPHIN ONLINE	2,361,163	6/27/2000
DYADEM	2,256,505	6/29/1999
ENVIRONMAX	2,481,694	8/28/2001
ESSENTIAL SUITE	3,121,475	7/25/2006
FMEA-MED	3,266,503	7/17/2007
FMEA-PRO	2,965,279	7/5/2005
FTA-PRO	3,330,080	11/6/2007
IMPACT ERM	3,303,243	10/2/2007
Miscellaneous A Design	2,313,540	2/1/2000
PC COMPLIANCE & Design	2,040,122	2/25/1997
PHA-PRO	2,252,973	6/15/1999
REFRIGERANT JOURNAL SOFTWARE	2,106,923	10/21/1997
REGDBONLINE	4,000,310	7/26/2011
SPHERA	4,682,430	2/3/2015

STATURE	3,468,461	7/15/2008
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II. Trademark Applications

None.