TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394522

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PHNTM HOLDINGS, INC.		08/09/2016	Corporation: DELAWARE
PLANVIEW, INC.		08/09/2016	Corporation: TEXAS
PLANVIEW DELAWARE, LLC		08/09/2016	Limited Liability Company: DELAWARE
TROUX TECHNOLOGIES, INC.		08/09/2016	Corporation: DELAWARE
INNOTAS		08/09/2016	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	GUGGENHEIM CORPORATE FUNDING, LLC
Street Address:	330 Madison Avenue, 10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3639162	INNOTAS
Registration Number:	4716470	PLANVIEW
Registration Number:	3903549	PLANVIEW HORIZONS
Registration Number:	3932145	TAMING CHANGE
Registration Number:	3621936	PLANVIEW
Registration Number:	3621937	PLANVIEW
Registration Number:	3621938	PLANVIEW
Registration Number:	3621939	PLANVIEW
Registration Number:	3242432	PLANVIEW
Registration Number:	3223116	PLANVIEW
Registration Number:	3233492	PLANVIEW
Registration Number:	3242401	PLANVIEW
Registration Number:	3222217	PLANVIEW ENTERPRISE
Registration Number:	3222220	PLANVIEW PRISMS

CH $665.00 3639162

Property Type	Number	Word Mark
Registration Number:	3224708	PLANVIEW PRISMS
Registration Number:	3224709	PLANVIEW PRISMS
Registration Number:	3196839	PLANVIEW ENTERPRISE
Registration Number:	3196840	PLANVIEW ENTERPRISE
Registration Number:	3196842	PLANVIEW ENTERPRISE
Registration Number:	3196843	PLANVIEW PRISMS
Registration Number:	2020657	PLANVIEW
Registration Number:	3707010	TROUX
Registration Number:	1827924	BUSINESS ENGINE
Registration Number:	3049339	PROJECTPLACE
Serial Number:	86365587	NO MATTER HOW YOU WORK
Serial Number:	85733711	PLANVIEW OPENSUITE

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 200 Park Avene

Address Line 2: 28th Floor

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	91401.00016 (SECOND LIEN)
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	08/10/2016

Total Attachments: 12

source=Guggenheim Planview - Fully Executed Second Lien Trademark Security Agrement#page1.tif
source=Guggenheim Planview - Fully Executed Second Lien Trademark Security Agrement#page2.tif
source=Guggenheim Planview - Fully Executed Second Lien Trademark Security Agrement#page3.tif
source=Guggenheim Planview - Fully Executed Second Lien Trademark Security Agrement#page4.tif
source=Guggenheim Planview - Fully Executed Second Lien Trademark Security Agrement#page5.tif
source=Guggenheim Planview - Fully Executed Second Lien Trademark Security Agrement#page6.tif
source=Guggenheim Planview - Fully Executed Second Lien Trademark Security Agrement#page7.tif
source=Guggenheim Planview - Fully Executed Second Lien Trademark Security Agrement#page8.tif
source=Guggenheim Planview - Fully Executed Second Lien Trademark Security Agrement#page9.tif
source=Guggenheim Planview - Fully Executed Second Lien Trademark Security Agrement#page10.tif
source=Guggenheim Planview - Fully Executed Second Lien Trademark Security Agrement#page11.tif
source=Guggenheim Planview - Fully Executed Second Lien Trademark Security Agrement#page12.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 9th day of August, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **GUGGENHEIM CORPORATE FUNDING, LLC**, a Delaware limited liability company, in its capacity as agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 9, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), Agent, **PHNTM HOLDINGS, INC.**, a Delaware corporation ("Parent"), **PLANVIEW, INC.**, a Texas corporation ("Borrower"), and the other parties signatory thereto, the Lender Group has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of each member of the Lender Group, that certain Guaranty and Security Agreement, dated as of August 9, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on **Schedule I**;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of each member of the Lender Group, pursuant to the Guaranty and Security Agreement. Each 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending **Schedule I** to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend **Schedule I** shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on **Schedule I**.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND

SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PHNTM HOLDINGS, INC., a Delaware corporation

By: _____
Name: Daniel May
Title: President

PLANVIEW, INC., a Texas corporation

By: _____
Name: Gregory S. Gilmore
Title: Chief Executive Officer and President

PLANVIEW DELAWARE, LLC, a Delaware limited liability company

By: _____
Name: Gregory S. Gilmore
Title: Chief Executive Officer and President

TROUX TECHNOLOGIES, INC., a Delaware corporation

By: _____
Name: Gregory S. Gilmore
Title: Chief Executive Officer and President

INNOTAS, a California corporation

By: _____
Name: Daniel May
Title: Chief Financial Officer and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PHNTM HOLDINGS, INC., a Delaware corporation

By: _____
Name: Daniel May
Title: President

PLANVIEW, INC., a Texas corporation

By: _____
Name: Gregory S. Gilmore
Title: Chief Executive Officer and President

PLANVIEW DELAWARE, LLC, a Delaware limited liability company

By: _____
Name: Gregory S. Gilmore
Title: Chief Executive Officer and President

TROUX TECHNOLOGIES, INC., a Delaware corporation

By: _____
Name: Gregory S. Gilmore
Title: Chief Executive Officer and President

INNOTAS, a California corporation

By: _____
Name: Daniel May
Title: Chief Financial Officer and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

GUGGENHEIM CORPORATE FUNDING, LLC, a Delaware limited liability company

By: _____
Name: Kevin Robinson
Title: Attorney-In-Fact

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

GRANTOR	MARK	REGISTRATION NO.	FILING DATE / REGISTRATION DATE	COUNTRY
Innotas	INNOTAS	US 3639162	06/16/2009	United States
Innotas	INNOTAS INCORPORATED	29636400 (North Dakota)	08/18/2011	United States
PlanView, Inc.	PLANVIEW	US 4716470	04/07/2015	United States
PlanView, Inc.	Planview OpenSuite	US 85733711	06/25/2013	United States
PlanView, Inc.	PLANVIEW HORIZONS	US 3903549	01/11/2011	United States
PlanView, Inc.	TAMING CHANGE	US 3932145	03/15/2011	United States
PlanView, Inc.	PLANVIEW	US 3621936	05/19/2009	United States
PlanView, Inc.	PLANVIEW	US 3621937	05/19/2009	United States
PlanView, Inc.	PLANVIEW	US 3621938	05/19/2009	United States
PlanView, Inc.	PLANVIEW	US 3621939	05/19/2009	United States
PlanView, Inc.	PLANVIEW	US 3242432	05/15/2007	United States
PlanView, Inc.	PLANVIEW	US 3223116	03/27/2007	United States

GRANTOR	MARK	REGISTRATION NO.	FILING DATE / REGISTRATION DATE	COUNTRY
PlanView, Inc.	PLANVIEW	US 3233492	04/24/2007	United States
PlanView, Inc.	PLANVIEW	US 3242401	05/15/2007	United States
PlanView, Inc.	PLANVIEW ENTERPRISE	US 3222217	03/27/2007	United States
PlanView, Inc.	PLANVIEW PRISMS	US 3222220	03/27/2007	United States
PlanView, Inc.	PLANVIEW PRISMS	US 3224708	04/03/2007	United States
PlanView, Inc.	PLANVIEW PRISMS	US 3224709	04/03/2007	United States
PlanView, Inc.	PLANVIEW ENTERPRISE	US 3196839	01/09/2007	United States
PlanView, Inc.	PLANVIEW ENTERPRISE	US 3196840	01/09/2007	United States
PlanView, Inc.	PLANVIEW ENTERPRISE	US 3196842	01/09/2007	United States
PlanView, Inc.	PLANVIEW PRISMS	US 3196843	01/09/2007	United States
PlanView, Inc.	PLANVIEW	US 2020657	12/03/1996	United States
Troux Technologies, Inc.	TROUX	US 3707010	11/03/2009	United States
PlanView, Inc.	BUSINESS ENGINE	1827924 (U.S)	3/22/1994	United States

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

GRANTOR	MARK	REGISTRATION NO.	FILING DATE / REGISTRATION DATE	COUNTRY
Projectplace International AB	PROJECTPLACE	3,049,339 (U.S.)	1/24/2006	United States

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Trademark Applications

GRANTOR	MARK	APPLICATION NUMBER	APPLICATION DATE
PlanView, Inc.	NO MATTER HOW YOU WORK	US 86365587	08/13/2014

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Trade Names

Innotas previously operated under the following names:

Pacific Applications & Concepts, Inc.

Townsend Technologies, Inc.

Project Arena, Inc.

Common Law Trademarks

None.[1]

Trademarks Not Currently In Use

Trademarks with registration numbers 3232899, 3241775, 3241776, 78892874 and 1837294. The company is allowing them to expire or be cancelled.

Trademark Licenses

Name of Agreement	Licensor	Licensee	Effective Date	Intellectual Property Licensed	Rights of Licensee
License Agreement	Planview, Inc.	Planview Cayman, Ltd.	July 31, 2003	Trademarks, copyrights, and any proprietary technical or business information that may provide a business advantage to its owner (including trade secrets, formulas, customer lists, inventions, research, development, and Know-How)	Exclusive right to fully use the licensed property in the Cayman Territory; non-exclusive right to use the licensed property worldwide and perform research and development on products incorporating the licensed property
Intellectual Property License Agreement	Planview, Inc.	CA, Inc.	March 31, 2008	Rights of Planview, Inc. under any patents, copyrights, trademarks, trade dress, trade secrets and mask work designs that is (1) incorporated into CA, Inc.'s product Clarity 8.0, 8.1, or risk control management software as they exist on March 31, 2008 or (2) in the actual or constructive knowledge of the following former Planview employees as of March 31, 2008: John	Non-exclusive, irrevocable, royalty-free, fully paid-up, world-wide right and license to make, use, import, export, copy, sell, lease or otherwise dispose of CA's products that use the licensed property, and to sublicense the above rights.

[1] PV/Innotas to confirm.

				Benton, Jason Barlow, Christopher Thomas, Marc Jenkins, Brian Barry, Sandy McNabola/Carse, Christine Secor, Robert Lambert and Yvonne Fantaci .	

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]