

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402971

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Azteca Systems, LLC		09/27/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ZB, N.A.		
Doing Business As:	Zions First National Bank		
Street Address:	One South Main Street		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84133		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3733712	CITYWORKS	
Registration Number:	4754383	CITYWORKS	
Registration Number:	4220747	AZTECA SYSTEMS	
Registration Number:	4388508	EMPOWERING GIS	
Registration Number:	4882650		
Serial Number:	86758477	CITYWORKS SAM	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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:	602-382-6000		
Email:	sschahn@swlaw.com		
Correspondent Name:	Snell & Wilmer L.L.P.		
Address Line 1:	400 E. Van Buren St.		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
NAME OF SUBMITTER:	R. Lee Fraley		
SIGNATURE:	/R. Lee Fraley/		
DATE SIGNED:	10/21/2016		

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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made and entered into as of September 27, 2016 (the "Effective Date") by and among AZTECA SYSTEMS, LLC, a Delaware limited liability company (the "Borrower"), AZTECA SYSTEMS MIDCO, LLC, Delaware limited liability company ("Holdings" and, together with, Borrower, individually and collectively, as the context requires, "Grantor"), and ZB, N.A. dba Zions First National Bank, in its capacity as Administrative Agent (the "Secured Party"), for the lenders party from time to time (the "Lenders") to that certain Amended and Restated Credit Agreement dated as of the Effective Date, by and among the Grantor, the other Loan Parties thereto, the Lenders, and the Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to a Pledge and Security Agreement dated as of the Effective Date among Grantor and Secured Party (as amended or modified from time to time, the "Security Agreement").

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor and Secured Party hereby agree as follows:

1. Definitions. Except as otherwise provided herein, terms defined in the Security Agreement shall have the same meanings when used herein. Terms defined in the singular shall have the same meaning when used in the plural and vice versa. Terms defined in the Uniform Commercial Code which are used herein shall have the meanings set forth in the Uniform Commercial Code, except as expressly defined otherwise. As used herein, the term:

"Collateral" has the meaning set forth in Section 2.

"USPTO" means the United States Patent and Trademark Office.

In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Grantor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Secured Party, for the benefit of the Lenders, a security interest in and to all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state, federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to use in commerce and the filing under applicable law of a verified statement of use in commerce or

amendment to allege use (or the equivalent) in commerce for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered, whether rights are held by statute or at common law, and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all extensions and renewals thereof;

(ii) to extent that any trademark applications are excluded from this granting of a security interest under Section 2(a)(i), Grantor hereby agrees that the assignment of a security interest of the trademark rights and the goodwill embodied within those applications shall vest to Secured Party upon Grantor's use of the trademark, service mark or other mark in commerce and filing and acceptance of a verified statement of use in commerce or amendment to allege use in commerce with and by the USPTO;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Grantor represents and warrants to Secured Party that a true and correct list of all of the trademark registrations and trademark applications owned by Grantor, in whole or in part, is set forth in Schedule A.

5. Further Acts.

(a) On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or advisable or may be reasonably requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to

enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the USPTO or any applicable state or foreign office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the USPTO, at the expense of Grantor. In addition, Grantor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, Grantor shall promptly notify Secured Party in a writing signed by Grantor of the brief details thereof and grant to Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Secured Party.

(b) Grantor will use commercially reasonable efforts to secure all consents and approvals necessary or appropriate for the assignment to or benefit of Secured Party of any license held by Grantor with respect to the Collateral other than in respect of licenses for standard items used in the ordinary course of business (including licenses to use basic computer software packages) and to enforce the security interests granted hereunder.

(c) Grantor shall notify Secured Party immediately if Grantor knows or has reason to know that any application or registration relating to any material trademark (now or hereafter existing) owned by Grantor may become abandoned or dedicated, or of any adverse determination or material adverse development (including the institution of, or any such determination or development in, any proceeding in the USPTO or any court) regarding Grantor's ownership of any such trademark, its right to register the same, or to keep and maintain the same.

(d) To the extent Grantor, either directly or through any agent, employee, licensee or designee, intends to file an application for the registration of any trademark with the USPTO or any similar office or agency, Grantor shall give Secured Party prompt written notice thereof, and, upon request of Secured Party, Grantor shall execute and deliver any and all security agreements as Secured Party may reasonably request to evidence Secured Party's first priority security interest on such trademark, and the general intangibles of Grantor relating thereto or represented thereby.

(e) Grantor shall take all actions necessary it reasonably deems prudent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of its trademarks (now or hereafter existing), including the filing of responses to office actions and filings of applications for renewal, affidavits of use, affidavits of incontestability and opposition and interference and cancellation proceedings.

(f) Grantor shall, unless Grantor shall reasonably determine that such trademark is not material to the conduct of its business or operations, promptly take reasonable measures to enforce such trademark against the infringement, misappropriation or dilution thereof. Such an obligation shall allow Grantor a reasonable time to pursue settlement, licensing, or other similar resolution. Absent a resolution within a reasonable amount of time, Grantor shall sue to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as it reasonably deems prudent under the circumstances to protect such trademark.

(g) In the event that Grantor acquires a commercial tort claim (as such term is defined in the UCC) because any of its trademark constituting Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall promptly notify Secured Party of such commercial tort claim, which notice shall, unless otherwise consented to by Secured Party, (y) set forth in reasonable detail the basis for and nature of such commercial tort claim, and (z) include the express grant by such Grantor to Secured Party of a security interest in such commercial tort claim and the proceeds thereof. In the event that such notice does not include such grant of a security interest, the sending thereof by such Grantor to Secured Party shall be deemed to constitute such grant to Secured Party. Upon the sending of such notice, any commercial tort claim described therein shall constitute part of the Collateral and shall be deemed included herein. Grantor shall not, without Secured Party's written consent, make any material settlement or compromise of any such commercial tort claim.

6. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new trademark rights identified by Grantor as described above. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Secured Party and their respective successors and assigns. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Utah, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Utah.

9. Entire Agreement; Amendment. This Agreement and the Security Agreement, together with the schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Security Agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall

be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or electronic mail shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Grantor's expense) shall promptly execute and deliver to Grantor such documents, releases and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the USPTO.

12. No Inconsistent Requirements. Grantor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and becomes effective as of the Effective Date.

Grantor

Azteca Systems, LLC

By: Brian L. Haslam
Name: Brian L. Haslam
Title: CEO / PRES

Azteca Systems Midco, LLC

By: Brian L. Haslam
Name: Brian L. Haslam
Title: CEO / PRES

Secured Party

ZB, N.A. dba Zions First National Bank

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and becomes effective as of the Effective Date.

Grantor

Azteca Systems, LLC

By: _____

Name: _____

Title: _____

Azteca Systems Midco, LLC

By: _____

Name: _____

Title: _____

Secured Party

ZB, N.A. dba Zions First National Bank

By:  _____

Name: Jason Shuttle

Title: Vice President



SCHEDULE A

TO TRADEMARK SECURITY AGREEMENT

Debtor: AZTECA SYSTEMS, LLC, a Delaware limited liability company
 AZTECA SYSTEMS MIDCO, LLC, Delaware limited liability company

Secured Party: ZB, N.A. dba Zions First National Bank, in its capacity as administrative agent
 for the lenders party from time to time to the Credit Agreement

Trademark Registrations

Name of Grantor	Trademark	Country	Registration Date	Registration Number
Azteca Systems, LLC	CITYWORKS	U.S.	01/05/2010	3,733,712
Azteca Systems, LLC	CITYWORKS	Australia	11/26/2012	1,482,147
Azteca Systems, LLC	CITYWORKS	Canada	10/26/2010	TMA780656
Azteca Systems, LLC	CITYWORKS	European Community	02/04/2015	013275111
Azteca Systems, LLC	Cityworks	U.S.	06/15/2015	4,754,383
Azteca Systems, LLC	AZTECA SYSTEMS	U.S.	10/09/2012	4,220,747
Azteca Systems, LLC	AZTECA SYSTEMS	Australia	03/26/2012	1,482,145
Azteca Systems, LLC	AZTECA SYSTEMS	Canada	10/02/2013	TMA861848
Azteca Systems, LLC	EMPOWERING GIS	U.S.	08/20/2013	4,388,508
Azteca Systems, LLC	EMPOWERING GIS	Canada	03/22/2016	TMA932375
Azteca Systems, LLC		U.S.	01/05/2016	4,882,650
Azteca Systems, LLC		European Community	09/28/2015	014099626

Trademark Applications

Name of Grantor	Trademark Application	Country	Application Filing Date	Application Serial Number
Azteca Systems, LLC	CITYWORKS SAM	U.S.	09/16/2015	86/758,477
Azteca Systems, LLC		Canada	03/10/2015	1,718,665