

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408444

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GT Nexus, Inc.		11/23/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	One Independence Center		
<b>Internal Address:</b>	101 N. Tryon St., 5th Fl, Mail Code: NC1-001-05-45		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255-0001		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3779062	FACTORY XPRESS	
<b>Registration Number:</b>	3779063	FEX	
<b>Serial Number:</b>	87099523	GT NEXUS	
<b>Serial Number:</b>	87099511	GT NEXUS	
<b>Registration Number:</b>	2240975	TRADECARD	
<b>Registration Number:</b>	4186022	TRADECARD	
<b>Registration Number:</b>	2219289	TRADECARD	
<b>Registration Number:</b>	2565874	TRADECARD	
<b>Registration Number:</b>	2632394	TRADECARD	
<b>Registration Number:</b>	2606430	TRADECARD	
<b>Registration Number:</b>	2698147	TRADECARD	
<b>Registration Number:</b>	2616330	TRADECARD	
<b>Registration Number:</b>	4186020	TRADECARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>			
<b>Phone:</b>	312-862-2250		

CH \$340.00 3779062

**Email:** renee.prescan@kirkland.com  
**Correspondent Name:** Aaron M. Berlin  
**Address Line 1:** 300 North LaSalle Street  
**Address Line 2:** Kirkland & Ellis LLP  
**Address Line 4:** Chicago, ILLINOIS 60654

**NAME OF SUBMITTER:** Renee M. Prescan

**SIGNATURE:** /Renee M. Prescan/

**DATE SIGNED:** 12/09/2016

**Total Attachments: 5**

source=Infor \_\_ Executed Trademark Security Agreement (GT Nexus)\_ (44452638\_1)#page1.tif

source=Infor \_\_ Executed Trademark Security Agreement (GT Nexus)\_ (44452638\_1)#page2.tif

source=Infor \_\_ Executed Trademark Security Agreement (GT Nexus)\_ (44452638\_1)#page3.tif

source=Infor \_\_ Executed Trademark Security Agreement (GT Nexus)\_ (44452638\_1)#page4.tif

source=Infor \_\_ Executed Trademark Security Agreement (GT Nexus)\_ (44452638\_1)#page5.tif

## TRADEMARK SECURITY AGREEMENT

**WHEREAS, GT NEXUS, INC.**, a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, the Grantor is party to a Security Agreement dated as of April 5, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and Bank of America, N.A., as Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”) dated as of November 23, 2016.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

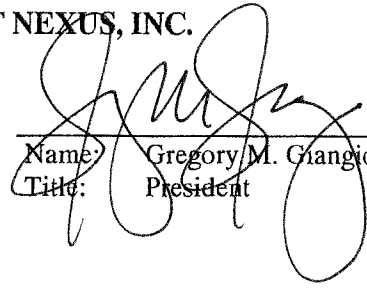
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

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

**GT NEXUS, INC.**

By:

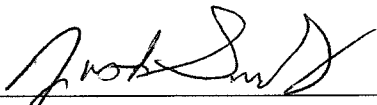


Name: Gregory M. Giangordano  
Title: President

*[Infor – Signature Page to Trademark Security Agreement]*

**TRADEMARK  
REEL: 005946 FRAME: 0649**

Accepted and Agreed:  
**BANK OF AMERICA, N.A.**,  
as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: Justin Smiley  
Director

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**U.S. Trademarks:**

<b>Mark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Record Owner</b>	<b>Status</b>
FACTORY EXPRESS	3779062	4/20/2010	GTNX, Inc.	Registered; Renewal due 4/20/2020
FEX	3779063	4/20/2010	GTNX, Inc.	Registered; Renewal due 4/20/2020
GT NEXUS	(87/099,523)	(7/11/2016)	GT Nexus, Inc.	Pending
GT NEXUS and Design 	(87/099,511)	(7/11/2016)	GT Nexus, Inc.	Pending
TRADECARD	2240975	4/20/1999	GTNX, Inc.	Registered; Renewal due 4/20/2019
TRADECARD	4186022	8/7/2012	GTNX, Inc.	Registered; Renewal due 8/7/2022
TRADECARD and Design 	2219289	9/10/2002	GTNX, Inc.	Registered; Renewal due 9/10/2022
TRADECARD and Design 	2565874	4/30/2002	GTNX, Inc.	Registered; Renewal due 4/30/2022
TRADECARD and Design 	2632394	10/8/2002	GTNX, Inc.	Registered; Renewal due 10/8/2022
TRADECARD and Design 	2606430	8/13/2002	GTNX, Inc.	Registered; Renewal due 8/13/2022
TRADECARD and Design 	2698147	3/18/2003	GTNX, Inc.	Registered; Renewal due 3/18/2023
TRADECARD and Design 	2616330	9/10/2002	GTNX, Inc.	Registered; Renewal due 9/10/2022
TRADECARD and Design 	4186020	8/7/2012	GTNX, Inc.	Registered; Renewal due 8/7/2022