TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409893

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aptean, Inc.		12/20/2016	Corporation: DELAWARE
Aptean Canada Corporation		12/20/2016	Corporation: CANADA
Aptean Systems, LLC		12/20/2016	Limited Liability Company: DELAWARE
Activplant Corporation		12/20/2016	Corporation: CANADA
AssetPoint LLC		12/20/2016	Limited Liability Company: DELAWARE
Computron Software, LLC		12/20/2016	Limited Liability Company: DELAWARE
CoreTrac, Inc.		12/20/2016	Corporation: DELAWARE
GQ Life Sciences, Inc.		12/20/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley, Senior Funding, Inc., as Collateral Agent
Street Address:	1300 Thames Street, 4th Floor
Internal Address:	Thames Street Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	1765699	AXIOM
Registration Number:	4015214	CIMNET
Registration Number:	1919047	COGNITIVE PROCESSOR
Registration Number:	2849102	COMPIERE
Registration Number:	3364767	COMPIERE
Registration Number:	3531657	CONSONA
Registration Number:	2436658	CSC
Registration Number:	2929050	DNA
Registration Number:	2789146	ENCOMPIX

OP $1465.00 1765699

Property Type	Number	Word Mark
Registration Number:	2682880	ENGENIX
Registration Number:	3102180	KNOVA
Registration Number:	2577527	M2M
Registration Number:	1602007	MADE 2 MANAGE
Registration Number:	2151683	NOTIFIER
Registration Number:	1983432	ONYX
Registration Number:	1748175	PARADIGM
Registration Number:	2303097	SERVICEWARE
Registration Number:	2333486	SUPPLYWORKS
Registration Number:	2783201	SUPPORTSOFT
Registration Number:	2799210	SUPPORTSOFT
Registration Number:	2729784	SUPPORTSOFT
Registration Number:	2632057	MARKETFIRST
Registration Number:	4407890	RESOLUTIONIZING THE CUSTOMER SUPPORT EXP
Registration Number:	3089828	GOMEMBERS
Registration Number:	3068291	MEMBERTRAK
Registration Number:	3164713	MEETINGTRAK
Registration Number:	4442277	APTEAN
Registration Number:	2041684	SEARCHEXPRESS
Serial Number:	86914866	CORETRAC
Registration Number:	5049530	RESOURCEONE
Serial Number:	86964702	ASSETPOINT
Serial Number:	87021160	ACARE COMMIT. SERVE. GROW.
Registration Number:	2620517	ASYST
Registration Number:	5090630	CATALYST
Registration Number:	1937229	COMPUTRON
Registration Number:	4970403	GQ
Registration Number:	4929120	GQ LIFE SCIENCES
Serial Number:	87181520	INVOKEIT
Registration Number:	2665709	JUSTINTER.NET
Registration Number:	2683627	JUSTINTER.NET
Registration Number:	4783480	LIFEQUEST
Serial Number:	86829373	PIVOTAL
Serial Number:	87173810	ROSS
Registration Number:	4568662	STARDYNE TECHNOLOGIES
Registration Number:	3061646	TABLINK
Registration Number:	4253682	TABSOURCE
Registration Number:	4253704	TABSOURCE

Property Type	Number	Word Mark
Registration Number:	4253681	TABWARE
Registration Number:	3698051	TABWARE ANALYTICS
Registration Number:	4253680	TABWARE
Registration Number:	3533959	TABWARE EFX
Registration Number:	3651055	TABWAREXI
Registration Number:	3651053	TABWAREXI
Registration Number:	3242173	VERDIEM
Registration Number:	4727526	GENOMEQUEST
Registration Number:	4189188	VISION
Registration Number:	4299959	BIOFACET
Registration Number:	2015018	RESPOND

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/22/2016

Total Attachments: 9

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Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Aptean, Inc.

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: DE
☐ Other

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Morgan Stanley, Senior Funding, Inc., as Collateral Agent

Street Address: 1300 Thames Street, 4th Floor
Thames Street Wharf

City: Baltimore

State: MD

Country: USA Zip: 21231

☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship USA-DE
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 20, 2016

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Second Lien Security Agreement

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule 1

B. Trademark Registration No.(s)

See Schedule 1

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address:

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number:

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 59

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature: Elaine Carrera
Signature

December 20, 2016
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

Aptean Canada Corporation, a Canadian Corporation
Citizenship – Canada

Aptean Systems, LLC, a Delaware Limited Liability Company
Citizenship – USA – DE

Activplant Corporation, a Canadian Corporation
Citizenship – Canada

AssetPoint LLC, a Delaware Limited Liability Company
Citizenship – USA – DE

Computron Software, LLC, a Delaware Limited Liability Company
Citizenship – USA – DE

CoreTrac, Inc., a Delaware Corporation
Citizenship – USA – DE

GQ Life Sciences, Inc., a Delaware Corporation
Citizenship – USA – DE

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of December, 2016 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of December 20, 2016 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Aptean Parent Co S.à.r.l., a Luxembourg *société à responsabilité limitée*, with registered office at 19, rue de Bitbourg, L-1273 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 169191 ("Holdings"), Aptean, Inc., a Delaware corporation (the "Borrower"), certain subsidiaries and affiliates of Holdings from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

SECTION 7. First Lien/Second Lien Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement), including liens and security interests granted to the First Lien Collateral Agent and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien/Second Lien Intercreditor agreement shall govern and control.

[Remainder of this page intentionally left blank]

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

PLEDGORS:

APTEAN, INC.

APTEAN CANADA CORPORATION

APTEAN SYSTEMS, LLC

ACTIVPLANT CORPORATION

ASSETPOINT, LLC

COMPUTRON SOFTWARE, LLC

CORETRAC, INC.

GQ LIFE SCIENCES, INC.

By: Kim L. Eaton

Name: Kim Eaton
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: _____
Name: Lisa Hanson
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement (Second Lien)]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	COUNTRY	APP NO./REG.	STATUS	OWNER	REGISTRANT*
Axiom	United States	1765699	Registered	Aptean, Inc.	
Cimnet	United States	4015214	Registered	Aptean, Inc.	
Cognitive Processor	United States	1919047	Expired	Aptean, Inc.	
Compiere	United States	2849102	Registered	Aptean, Inc.	
	United States	3364767	Registered	Aptean, Inc.	
Consona	United States	3531657	Registered	Aptean, Inc.	
CSC (Stylized)	United States	2436658	Registered	Aptean, Inc.	
DNA	United States	2929050	Registered	Aptean, Inc.	
Encompix	United States	2789146	Registered	Aptean, Inc.	
Engenix (and Design)	United States	2682880	Registered	Aptean, Inc.	
Knova	United States	3102180	Registered	Aptean, Inc.	
M2M	United States	2577527	Registered	Aptean, Inc.	
Made2Manage	United States	1602007	Registered	Aptean, Inc.	
Notifier	United States	2151683	Registered	Aptean, Inc.	
Onyx	United States	1983432	Registered	Aptean, Inc.	
Paradigm	United States	1748175	Registered	Aptean, Inc.	
ServiceWare	United States	2303097	Registered	Aptean, Inc.	
SupplyWorks	United States	2333486	Registered	Aptean, Inc.	
SupportSoft	United States	2783201	Registered	Aptean, Inc.	
	United States	2799210	Registered	Aptean, Inc.	
	United States	2729784	Registered	Aptean, Inc.	
MARKETFIRST	United States	2632057	Registered	Aptean Holdings, Inc.	
RESOLUTIONIZING THE CUSTOMER EXPERIENCE	United States	4407890	Registered	Aptean, Inc.	
GOMEMBERS	United States	3089828	Registered	Aptean, Inc.	
MEMBERTRAK	United States	3068291	Registered	Aptean, Inc.	
MEETINGTRAK	United States	3164713	Registered	Aptean, Inc.	
APTEAN	United States	4442277	Registered	Aptean Holdings, Inc.	
SEARCHEXPRESS	United States	2041684	Registered	Activplant Corporation (CANADA)	
CORETRAC	United States	86/914866	Pending	Coretrac, Inc.	
RESOURCEONE	United States	5049530	Registered	Coretrac, Inc.	
ASSETPOINT	United States	86964702	Pending	AssetPoint, LLC	
ACARE COMMIT. SERVE. GROW.	United States	87021160	Pending	Aptean, Inc.	
ASYST (Stylized)	United States	2620517	Registered	Aptean, Inc.	
CATALYST	United States	5090630	Registered	Aptean, Inc.	
COMPUTRON	United States	1937229	Registered	Computron Software,	
GQ (Stylized)	United States	4970403	Registered	Gq Life Sciences, Inc.	
GQ LIFE SCIENCES	United States	4929120	Registered	Gq Life Sciences, Inc.	
INVOKEIT	United States	87181520	Pending	Aptean, Inc.	
JUSTINTER.NET and Design	United States	2665709	Registered	Aptean, Inc.	

JUSTINTER.NET and Design	United States	2683627	Registered	Aptean, Inc.	
LIFEQUEST	United States	4783480	Registered	Gq Life Sciences, Inc.	
M2M	United States	2577527	Registered	Aptean, Inc.	
PIVOTAL	United States	86829373	Pending	Aptean Canada	
ROSS	United States	87173810	Pending	Aptean, Inc.	
STARDYNE TECHNOLOGIES	United States	4568662	Registered	Aptean, Inc.	
TABLINK	United States	3061646	Registered	Assetpoint LLC	
TABSOURCE	United States	4253682	Registered	Assetpoint LLC	
TABSOURCE and Design	United States	4253704	Registered	Assetpoint LLC	
TABWARE	United States	4253681	Registered	Assetpoint LLC	
TABWARE ANALYTICS	United States	3698051	Registered	Assetpoint LLC	
TABWARE and Design	United States	4253680	Registered	Assetpoint LLC	
TABWARE EFX	United States	3533959	Registered	Assetpoint LLC	
TABWAREXI	United States	3651055	Registered	Assetpoint LLC	
TABWAREXI and Design	United States	3651053	Registered	Assetpoint LLC	
VERDIEM	United States	3242173	Registered	Aptean Systems, LLC	
GENOMEQUEST	United States	4727526	Registered	GQ Life Sciences, Inc.	
VISION	United States	4189188	Registered	Aptean Systems, LLC	
BIOFACET	United States	4299959	Registered	GQ Life Sciences, Inc.	
RESPOND	United States	2015018	Registered	Aptean, Inc.	Initiative Software Applications Ltd.

*Aptean, Inc. is the owner of these trademarks and service marks by merger or acquisition.