TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410127

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trillium Software, Inc.		12/23/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	bank organized and existing under the laws of Switzerland: SWITZERLAND

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2671358	TRILLIUM SOFTWARE
Registration Number:	1903431	TRILLIUM SOFTWARE SYSTEM
Registration Number:	4154645	TRILLIUMAPPS

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 355 South Grand Avenue
Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	030786-0781
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	12/23/2016

Total Attachments: 9
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of December 23, 2016 (as amended, restated, supplemented or otherwise modified from time to time, this "**Trademark Security Agreement**"), is made by the entities identified as grantors on the signature pages hereto (individually, a "**Grantor**" and collectively, the "**Grantors**") in favor of Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the "**Collateral Agent**").

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between each of the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree 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.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office ("**USPTO**"), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered

trademarks and service marks used by a Grantor; and all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, (i) this Trademark Security Agreement shall not constitute a grant of a security interest in (nor shall any pledge, grant or Security Interest attach to) any Excluded Assets, and (ii) the Trademark Collateral (and any defined term therein) shall not include any Excluded Assets; *provided*, *further*, that this Trademark Security Agreement shall constitute a grant of a security interest in any Proceeds, substitutions or replacements of any Excluded Assets, and any Proceeds, substitutions or replacements of any Excluded Assets shall be included in the Trademark Collateral (and any defined term used therein), unless such Proceeds, substitutions or replacements would independently constitute Excluded Assets.

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 for the Secured Parties pursuant to the Security Agreement, and the Grantors 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the termination of the Aggregate Commitments, the payment in full of all Secured Obligations (other than Cash Management Obligations and contingent indemnification obligations as to which no claim has been asserted).

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security 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.

SECTION 8. INTERCREDITOR AGREEMENTS

Notwithstanding anything herein to the contrary, the liens and the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject in all respects to the provisions of the Intercreditor Agreements. In the event of any conflict between the terms of any Intercreditor Agreement and this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

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

SYNCSORT INCORPORATED

By: _____
Name: Robert Bies
Title: Chief Financial Officer and Treasurer

TRILLIUM SOFTWARE, INC.

By: _____
Name: Robert Bies
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent and Collateral Agent

By:_____
Name: Judith E. Smith
Title: Authorized Signatory

By:_____
Name: D. Andrew Maletta
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Syncsort Incorporated Trademarks and Trademark Applications:

Jurisdiction	Mark	Reg. No.	Ser./App. No.	Filing Date	Reg. Date	Status
US	SYNCSORT	1157917	73229097	8/27/1979	6/23/1981	Registered
US	ZPCOPY	4771712	86360698	8/7/2014	7/14/2015	Registered
US	SILQ	4825182	86374296	8/22/2014	10/06/2015	Registered
US	IRONSTREAM	4703893	86418151	10/08/2014	3/17/2015	Registered
US	PARASORT	2155075	74469435	12/14/1993	5/5/1998	Registered
US	FILEPORT	2070629	74735733	9/29/1995	6/10/1997	Registered
US	PIPESORT	2023810	75039990	1/3/1996	12/17/1996	Registered
US	VISUAL SYNCSORT	2427390	75603293	12/10/1998	2/6/2001	Registered
US	Sigma (Greek Symbol) & Design	2502544	75659389	3/12/1999	10/30/2001	Registered
US	DMEXPRESS	2961223	78295584	9/3/2003	6/7/2005	Registered
US	IRONCLUSTER	4634018	86112130	11/6/2013	11/4/2014	Registered
US	DMX		85744435	10/3/2012		Pending
US	MFX	4107626	85210091	1/4/2011	3/6/2012	Registered
EC	FILEPORT	9071341	9071341	4/30/2010	11/2/2010	Registered
EC	SYNCSORT	9071416	9071416	4/30/2010	11/2/2010	Registered
EC	DMEXPRESS	9070921	9070921	4/30/2010	5/17/2011	Registered
ES	SYNCSORT	1641664 M3	1641664	6/7/1991	1/23/1992	Registered
IR-	Ironcluster	1203919	1203919	03/17/2014	03/17/2014	Registered
JP	DMEXPRESS	5627645	2013-47635	06/20/2013	11/01/2013	Registered
JP	DMX	5631767	2013- 47636	06/20/2013	11/22/2013	Registered

JP	DMX-h	5821482	2014-18630	03/12/2014	1/22/2016	Registered
JP	DMX-h	5692954	2014-18629	03/12/2014	8/8/2014	Registered
JP	MFX	5627646	2013-47637	06/20/2013	11/01/2013	Registered
JP	MFX		2013-96479	12/09/2013		Pending
JP	PIPESORT	5627647	2013-47638	06/20/2013	11/01/2013	Registered
JP	SYNCSORT	5627648	2013-47639	06/20/2013	11/01/2013	Registered

Trillium Software, Inc. Trademarks and Trademark Applications:[1]

Mark	Source	Application Number	Application Date	Registration Number	Registration Date	Status
TRILLIUM	Australia	725863	17-JAN-1997	725863	17-JAN-1997	Registered
HARTE-HANKS TRILLIUM	Brazil	818668709	26-JUL-1995	818668709	09-OCT-2001	Registered
TRILLIUM SOFTWARE SYSTEM	Canada	829722	22-NOV-1996	TMA493696	24-APR-1998	Registered
TRILLIUM SOFTWARE	EU	2410264	15-OCT-2001	2410264	06-JUN-2003	Registered
TRILLIUM SOFTWARE	EU	578310	04-JUL-1997	578310	25-FEB-2002	Registered
TRILLIUM SOFTWARE	Hong Kong	300040490	30-JUN-2003	300040490	30-JUN-2003	Registered
TrilliumApps	Hong Kong	301854027	09-MAR-2011	301854027	09-MAR-2011	Registered
TRILLIUM SOFTWARE	India	3267659	15-OCT-2015			Pending
TrilliumApps	International Register (extensions to Australia, China, EU, Japan, Singapore; final refusal in Korea)			1075389	08-MAR-2011	Designated to Australia, China, EU, Japan, and Singapore
TRILLIUM SOFTWARE	International Register (extensions to Egypt, Finland, France, Norway, Turkey, Ukraine; final refusals in Poland and Russia)			1097513	21-OCT-2011	Designated in Egypt, Finland, France, Norway, Turkey, and Ukraine
TRILLIUM SOFTWARE	International Register (extension to India)			1277563	15-OCT-2015	Designated to India
TRILLIUM	Mexico	339626 (339626T)	14-JUL-1998	589170	30-SEP-1998	Registered
TRILLIUMAPPS	Mexico	1166879	29-MAR-2011	1229510	26-JUL-2011	Registered
TRILLIUMAPPS	Mexico	1166878	29-MAR-2011	1266099	09-FEB-2012	Registered
TRILLIUM SOFTWARE	New Zealand	683705	28-JUL-2003	683705	13-JAN-2005	Registered

[1] Harte Hanks Data Technologies LLC and Hanks Data Technologies, Inc. are the registered owners of some TRILLIUM and TRILLIUM-formative trademarks in various jurisdictions. Harte Hanks Data Technologies LLC (the successor by merger to Harte Hanks Data Technologies, Inc.) changed its name to Trillium Software, Inc., but name change documents have not yet been filed for these trademarks.

Mark	Source	Application Number	Application Date	Registration Number	Registration Date	Status
TrilliumApps	New Zealand	838350	09-MAR-2011	838350	09-SEP-2011	Registered
TRILLIUM	Peru	370223-2008	03-JUL-1998	P00049664	22-OCT-1998	Registered
TRILLIUMAPPS	Peru	450653-2011	24-MAR-2011			Pending
trillium software	Singapore	T0310754D	16-JUL-2003			Registered
TRILLIUM SOFTWARE	South Africa	2011/27133	26-OCT-2011			Pending
TRILLIUM SOFTWARE	Taiwan	092047470	05-AUG-2003	01163563	16-JUL-2005	Registered
TRILLIUMAPPS	Taiwan	100020709	27-APR-2011	01569330	01-MAR-2013	Registered
TRILLIUM SOFTWARE	US	76271724	14-JUN-2001	2671358	07-JAN-2003	Registered
TRILLIUM SOFTWARE SYSTEM	US	74422453	09-AUG-1993	1903431	04-JUL-1995	Registered
TRILLIUMAPPS **Cross References:** **TRILLIUM APPS**	US	85049530	27-MAY-2010	4154645	05-JUN-2012	Registered
TRILLIUMAPPS	Malaysia	2011-005698	3/29/2011		8/14/20113	Registered
TRILLIUMSAPPS	Malaysia	2011-005697	3/29/2011		8/14/20113	Registered