

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414793

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ramundsen Public Sector, LLC		02/01/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Collateral Agent
Street Address:	500 W. Monroe Street, 17th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3417440	ASSESSMENTBUILDER
Registration Number:	2273402	CITYSOFT
Registration Number:	2713952	CLICK2GOV
Registration Number:	2284471	CRIMES
Registration Number:	2271426	FIRES
Registration Number:	2189347	GMBA
Registration Number:	4200871	GOVNOW
Registration Number:	1628166	IEPPLUS
Registration Number:	2294203	INFISYS
Registration Number:	2278226	MOBILEFLASH
Registration Number:	3807649	OLA
Serial Number:	86607590	ONESOLUTION
Registration Number:	3408585	PERFORMANCE PATHWAYS
Registration Number:	4147180	PLUS 360
Registration Number:	2957697	PLUS SERIES
Registration Number:	3417441	TECHPATHS
Registration Number:	4972536	TRAKIT

OP \$440.00 3417440

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:** 057121-0177**NAME OF SUBMITTER:** Rhonda DeLeon**SIGNATURE:** /Rhonda DeLeon/**DATE SIGNED:** 02/03/2017**Total Attachments: 6**

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement, dated as of February 1, 2017 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Antares Capital LP, 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 February 1, 2017 (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, Ramundsen Holdings, LLC, a Delaware limited liability company (the "Initial Borrower"), upon consummation of the Closing Date Acquisitions, Ramundsen Public Sector, LLC, a Delaware limited liability company ("Public Sector" and, after giving effect to the Government Acquisition, together with the Initial Borrower, the "Borrowers" and each individually a "Borrower"), certain subsidiaries and affiliates of the Borrowers 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. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

SECTION 7. Intercreditor Agreement. 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 referred to below), including liens and security interests granted to Antares Capital LP, as collateral agent (or permitted successor collateral agent), pursuant to or in connection with the First Lien Credit Agreement, dated as of February 1, 2017, among the Borrowers, Holdings, as a guarantor, the other guarantors from time to time party thereto, the lenders from time to time party thereto, Antares Capital LP, as administrative agent and collateral agent and the other parties thereto, as further amended, restated, amended and restated, replaced, extended, renewed, refinanced, supplemented or otherwise modified from time to time 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, dated as of February 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien/Second Lien Intercreditor Agreement"), among Antares Capital LP, as First Lien Collateral Agent, Antares Capital LP, as Second Lien Collateral Agent, the Borrower, Holdings and the Subsidiaries of Holdings from time to time party thereto and affiliated and other entities from time to time party thereto. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms

of this Trademark Security 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 and the Collateral Agent have caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

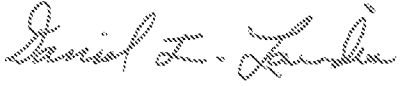
RAMUNDSEN PUBLIC SECTOR, LLC,
a Delaware limited liability company

By: 
Name: Robert Valvano
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

ACCEPTED AND AGREED:

ANTARES CAPITAL LP,
as Collateral Agent

By: 

Name: Daniel J. Landis

Title: Its Duly Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS¹

United States Trademark Registrations:

Trademark	Owner	Registration No.
ASSESSMENTBUILDER	SUNGARD PUBLIC SECTOR LLC	3,417,440
CITYSOFT	SUNGARD PUBLIC SECTOR LLC	2,273,402
CLICK2GOV	SUNGARD PUBLIC SECTOR LLC	2,713,952
CRIMES	SUNGARD PUBLIC SECTOR LLC	2,284,471
FIRES	SUNGARD PUBLIC SECTOR LLC	2,271,426
GMBA	SUNGARD PUBLIC SECTOR LLC	2,189,347
GOVNOW	SUNGARD PUBLIC SECTOR LLC	4,200,871
IEPPLUS	SUNGARD PUBLIC SECTOR LLC	1,628,166
INFISYS	SUNGARD PUBLIC SECTOR LLC	2,294,203
MOBILEFLASH & Design	SUNGARD PUBLIC SECTOR LLC	2,278,226
OLA	SUNGARD PUBLIC SECTOR LLC	3,807,649
ONESOLUTION	SUNGARD PUBLIC SECTOR LLC	86/607,590
PERFORMANCE PATHWAYS	SUNGARD PUBLIC SECTOR LLC	3,408,585
PLUS 360	SUNGARD PUBLIC SECTOR LLC	4,147,180
PLUS SERIES	SUNGARD PUBLIC SECTOR LLC	2,957,697
TECHPATHS	SUNGARD PUBLIC SECTOR LLC	3,417,441
TRAKIT	SUNGARD PUBLIC SECTOR LLC	4,972,536

United States Trademark Applications:

Trademark	Owner	Application No.
ONESOLUTION	SUNGARD PUBLIC SECTOR LLC	86/607,590

¹ NOTE: corrective filings will be made with the United States Patent and Trademark Office post-closing to reflect the ownership change from “SunGard Public Sector LLC” to “Ramundsen Public Sector LLC”.