

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM415871

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Steelwedge Software, Inc.		02/10/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cerberus Business Finance, LLC, as administrative agent		
<b>Street Address:</b>	875 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4176099	ONE-CLICK PLANNING	
<b>Registration Number:</b>	4437219	PLAN. PERFORM. PROFIT	
<b>Registration Number:</b>	3856017	STEELWEDGE	
<b>Registration Number:</b>	5109537	PLANSTREAMING	
<b>Serial Number:</b>	87062899	S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<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>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	S. Kareff c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	014951-1540		
<b>NAME OF SUBMITTER:</b>	Scott Kareff (014951-1540)		
<b>SIGNATURE:</b>	/kc for sk/		
<b>DATE SIGNED:</b>	02/13/2017		
<b>Total Attachments: 5</b>			

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source=Trademark Security Agreement for Steelwedge Software, Inc. - Cerberus#page5.tif

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 10, 2017, is between Steelwedge Software, Inc., a California corporation (the “Grantor”), in favor of Cerberus Business Finance, LLC, a Delaware limited liability company, as administrative agent (in such capacity, the “Grantee”), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

**RECITALS**

**WHEREAS**, Grantor owns the Trademark registrations and Trademark applications listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Grantor has entered into that certain Credit Agreement dated as of March 26, 2015 (as the same has been and may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of March 26, 2015 (as the same has been and may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, Grantee, and the other Persons party thereto as “Grantors” thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office, but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office), and all proceeds thereof, to secure the payment of the Obligations;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application (excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office, but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office) owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto (excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office, but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office);

(2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

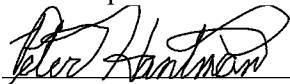
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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 of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

Upon the payment in full of the Revolver Obligations and termination of the Credit Agreement, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

[Remainder of page intentionally left blank; signature pages follow.]

**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**STEELWEDGE SOFTWARE, INC.**  
a California corporation

By:   
Name: Peter Hantman  
Title: Chief Financial Officer

Acknowledged:

CERBERUS BUSINESS FINANCE, LLC,  
as Administrative Agent

By: \_\_\_\_\_

Name: Dan Wolf

Title: Chief Executive Officer

**Schedule 1**  
to  
**Trademark Security Agreement**

**U.S. TRADEMARK REGISTRATIONS**

Trademark	Country	Registration No.	Registered	Class
ONE-CLICK PLANNING	United States	4176099	07/17/2012	42
PLAN PERFORM PROFIT	United States	4437219	11/19/2013	42
STEELWEDGE	United States	3856017	10/05/2010	9, 42
PLANSTREAMING	United States	5109537	12/27/2016	42

**FOREIGN TRADEMARK REGISTRATIONS**

Trademark	Country	Registration No.	Registered	Class
STEELWEDGE	European Community	009219692	11/25/2010	9, 42
STEELWEDGE	Japan	5561646	03/01/2013	42

**U.S. TRADEMARK APPLICATIONS**

Country	Mark Name	Application No.	Filed	Classes
United States	"S" mark logo	87062899	06/07/2016	09, 35

**FOREIGN TRADEMARK APPLICATIONS**

Country	Mark Name	Application No.	Filed	Classes
India	STEELWEDGE	1990185	07/07/2010	09, 42
India	STEELWEDGE	3261515	05/16/2016	42
India	STEELWEDGE	3261514	05/16/2016	09