

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SRS SOFTWARE, LLC		02/17/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MEDLEY CAPITAL LLC		
Street Address:	280 Park Avenue		
Internal Address:	6th Floor East		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87304491	INTELLIGENT DATA SOLUTIONS	
Serial Number:	86829990	SMART WORKFLOWS	
Serial Number:	87304466	SRS HEALTH	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Jordan B. Yellen		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	250584.67		
NAME OF SUBMITTER:	Jordan Yellen		
SIGNATURE:	/Jordan Yellen by trademarkny/		
DATE SIGNED:	02/17/2017		
Total Attachments: 5			

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of February 17, 2017 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of MEDLEY CAPITAL LLC, a Delaware corporation (“*Medley*”), located at 280 Park Avenue, 6th Floor East, New York, New York 10017, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 17, 2017 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among SRS INTERMEDIATE PARENT CORP., a Delaware corporation (“*Holdings*”), SRS SOFTWARE, LLC, a Delaware limited liability company and a wholly-owned direct subsidiary of Holdings (“*Company*”, and, together with each other Person party thereto that is designated as a Borrower from time to time, collectively, the “*Borrowers*” and each a “*Borrower*”), the Subsidiaries of Holdings signatory thereto as guarantors or thereafter designated as Guarantors, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and Medley, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of February 17, 2017, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. To secure payment, performance and observance of the Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under (i) all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, (ii) all renewals of any of the foregoing, (iii) all rights to sue for past, present or future infringements of any of the foregoing, (iv) all good will of the business of the Grantor connected with and symbolized by any of the foregoing, and (v) all proceeds of any and all of the foregoing (collectively, the "**Trademark Collateral**"). For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a Trademark registration that would otherwise be deemed invalidated, cancelled, or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as a statement of use or amendment to allege use, as applicable, is filed with and accepted by the United States Patent and Trademark Office.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

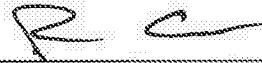
SRS SOFTWARE, LLC
a Delaware limited liability company

By: Scott Ciccarelli
Name: Scott Ciccarelli
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
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MEDLEY CAPITAL LLC,
a Delaware limited liability company,
as Collateral Agent

By: 
Name: Richard T. Allorto, Jr.
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005992 FRAME: 0486

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark	Application No.	Application Date
SRS Software, LLC	Intelligent Data Solutions	87304491	January 20, 2017
SRS Software, LLC	Smart Workflows	86829990	December 6, 2016
SRS Software, LLC	SRS Health	87304466	January 20, 2017