

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM421796

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ACCESSO TECHNOLOGY GROUP PLC		03/30/2017	Public Limited Company: ENGLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	LLOYDS BANK PLC, as Security Agent
<b>Street Address:</b>	Davidson House, Forbury Square
<b>City:</b>	Reading
<b>State/Country:</b>	ENGLAND
<b>Postal Code:</b>	RG1 3EU
<b>Entity Type:</b>	Public Limited Company: ENGLAND

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	3675252	Q-BOT
Registration Number:	3501058	SALESPOINT SOLUTIONS
Registration Number:	2570529	SIRIUSWARE
Registration Number:	2029905	SIRIUS SOFTWARE
Registration Number:	3828917	ACCESSO
Registration Number:	4200868	ACCESSO
Registration Number:	4661993	ACCESSO
Registration Number:	4658493	A
Registration Number:	4551453	A
Registration Number:	4360473	ACCESSO PASSPORT
Registration Number:	4360474	ACCESSO PASSPORT
Registration Number:	4506526	
Registration Number:	4350303	ONSITE.ONLINE.ONTHEGO.
Registration Number:	4941791	ACCESSO LOQUEUE
Serial Number:	86615313	Q100
Serial Number:	86615205	QBAND
Serial Number:	86615190	QSMART
Serial Number:	86615172	QBOT
Registration Number:	5138127	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86585892	ACCESSO SIRIUSWARE
Serial Number:	86585766	ACCESSO SIRIUSWARE
Registration Number:	5129348	ACCESSO LOQUEUE
Serial Number:	86109417	
Serial Number:	86109412	
Registration Number:	5036884	ACCESSO
Registration Number:	5022900	A
Registration Number:	5156433	ACCESSO
Registration Number:	5129347	A

**CORRESPONDENCE DATA**

**Fax Number:** 3126095005

*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:** 312-609-7943

**Email:** skowalski@vedderprice.com

**Correspondent Name:** Sylvia Kowalski

**Address Line 1:** 222 North LaSalle Street - 24th Floor

**Address Line 4:** Chicago, ILLINOIS 60601

<b>ATTORNEY DOCKET NUMBER:</b>	48237000004- D. Tormey
<b>NAME OF SUBMITTER:</b>	Sylvia Kowalski
<b>SIGNATURE:</b>	/Sylvia Kowalski/
<b>DATE SIGNED:</b>	03/30/2017

**Total Attachments: 6**

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## Amended and Restated Trademark Security Agreement

**Amended and Restated Trademark Security Agreement**, dated as of March 30, 2017 (this “*Agreement*”), by **ACCESSO TECHNOLOGY GROUP PLC** (the “*Pledgor*”), an English public limited company, in favor of **LLOYDS BANK PLC**, in its capacity as Security Agent for and on behalf of the Finance Parties (as defined the Credit Agreement referred to below) (in such capacity, the “*Security Agent*”), an English public limited company.

### WITNESSETH:

WHEREAS, the Pledgor is party to that certain Facilities Agreement originally dated March 14, 2016, as amended and restated on the date hereof, with the Security Agent and the other parties named therein (as heretofore or hereafter amended, amended and restated, modified or otherwise supplemented from time to time, the “*Credit Agreement*”); and

WHEREAS, the Pledgor is party to a Second Amended and Restated Security Agreement of even date herewith (as amended, amended and restated, modified or otherwise supplemented from time to time, the “*Security Agreement*”) in favor of the Security Agent pursuant to which the Pledgor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce (i) the Lenders to enter into the Credit Agreement and make the Loans and other financial accommodations to the Borrowers thereunder and (ii) the Bilateral Facility Lender to make available the Bilateral Facilities, the Pledgor hereby agrees with the Security Agent as follows:

SECTION 1. Amendment and Restatement. This Agreement amends and restates in its entirety that certain Trademark Security Agreement, dated March 14, 2016, made by the Pledgor in favor of the Security Agent (as heretofore amended, amended and restated, modified or otherwise supplemented from time to time, the “*Existing Trademark Security Agreement*”), but is not a novation of the Existing Trademark Security Agreement or evidence of payment of any portion of the Secured Obligations. All Secured Obligations, including but not limited to all amounts outstanding and all obligations due under the Credit Agreement, shall now be secured by this Agreement.

SECTION 2. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and defined in the Security Agreement or the Credit Agreement have the respective meanings given to them in the Security Agreement or, to the extent not defined in the Security Agreement, the Credit Agreement.

SECTION 3. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Security Agent a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and

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

SECTION 4. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademarks 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. If any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

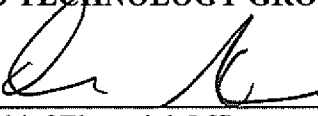
SECTION 5. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations not then due) and termination of the Security Agreement, the Security Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

SECTION 6. Counterparts. This 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 Agreement by signing and delivering one or more counterparts.

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

Very truly yours,

**ACCESSO TECHNOLOGY GROUP PLC**

By:   
Title: Chief Financial Officer

Accepted and Agreed:

**LLOYDS BANK PLC,**  
as Security Agent

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

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

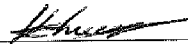
Very truly yours,

**ACCESSO TECHNOLOGY GROUP PLC**

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

Accepted and Agreed:

**LLOYDS BANK PLC,**  
as Security Agent

By:   
Title: ↳ LACEY RELATIONSHIP MANAGER

[Signature page to Amended & Restated Trademark Security Agreement – Accesso Technology Group Plc]

**TRADEMARK**  
**REEL: 006022 FRAME: 0894**

**SCHEDULE I**  
**to**  
**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
accesso Technology Group plc	3675252	QBOT
accesso Technology Group plc	3501058	Salespoint Solutions (stylized)
accesso Technology Group plc	2570529	SIRIUSWARE
accesso Technology Group plc	2029905	Sirius Software
accesso Technology Group plc	3828917	ACCESSO
accesso Technology Group plc	4200868	ACCESSO
accesso Technology Group plc	4661993	ACCESSO
accesso Technology Group plc	4658493	A
accesso Technology Group plc	4551453	A
accesso Technology Group plc	4360473	
accesso Technology Group plc	4360474	ACCESSO PASSPORT
accesso Technology Group plc	4506526	
accesso Technology Group plc	4350303	ONSITE.ONLINE.ON THEGO

**Trademark Applications:**

accesso Technology Group plc	Reg. No. 4941791	ACCESSO LOQUEUE
accesso Technology Group plc	86615313	Q100
accesso Technology Group plc	86615205	QBAND
accesso Technology Group plc	86615190	QSMART
accesso Technology Group plc	86615172	QBOT
accesso Technology Group plc	Reg. No. 5138127	Incomplete Star Design
accesso Technology Group plc	86585892	Accesso Siriusware
accesso Technology Group plc	86585766	Accesso Siriusware
accesso Technology Group plc	Reg. No. 5129348	ACCESSO LOQUEUE
accesso Technology Group plc	86109417	Lines Design
accesso Technology Group plc	86109412	Lines Design
accesso Technology Group plc	Reg. No. 5036884	ACCESSO
accesso Technology Group plc	Reg. No. 5022900	A
accesso Technology Group plc	Reg. No. 5156433	ACCESSO
accesso Technology Group plc	Reg. No. 5129347	A