

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432213

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TEAMQUEST CORPORATION		06/20/2017	Corporation: IOWA

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3058856	ACTIVEMETRICS
Registration Number:	3320470	NOW YOU KNOW
Registration Number:	4244845	PERFORMANCE SURVEYOR
Registration Number:	3157560	PURESHARE
Registration Number:	1696879	TEAMQUEST
Registration Number:	1695270	TEAMQUEST
Registration Number:	3629820	TEAMQUEST ALERT
Registration Number:	4335920	TEAMQUEST ANALYZER
Registration Number:	1912329	TEAMQUEST BASELINE
Registration Number:	4335921	TEAMQUEST CMIS
Registration Number:	4482199	TEAMQUEST CMIS FOR STORAGE
Registration Number:	3685016	TEAMQUEST HARVEST
Registration Number:	3410801	TEAMQUEST IT SERVICE ANALYZER
Registration Number:	3370667	TEAMQUEST IT SERVICE REPORTER
Registration Number:	3629884	TEAMQUEST MANAGER
Registration Number:	1914133	TEAMQUEST MODEL
Registration Number:	1914134	TEAMQUEST ONLINE

OP \$665.00 3058856

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4682446	TEAMQUEST PERFORMANCE INDICATOR
Registration Number:	4335922	TEAMQUEST PREDICTOR
Registration Number:	4415471	TEAMQUEST SURVEYOR
Registration Number:	1994936	TEAMQUEST VIEW
Serial Number:	86850501	TEAMQUEST
Serial Number:	85530038	TEAMQUEST ANALYZER
Serial Number:	86850502	VITYL ADVISER
Serial Number:	86850506	VITYL ANALYZER
Serial Number:	86850507	VITYL DASHBOARD

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@coagencyglobal.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F170897
NAME OF SUBMITTER:	RACHEL KLEIN
SIGNATURE:	/RACHEL KLEIN/
DATE SIGNED:	06/22/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 20, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Credit Suisse AG, Cayman Islands Branch (“CS”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of October 8, 2015 (as the same may be amended, restated, amended and restated, extended, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among HSystems Parent Corp., a Delaware corporation, as the “Initial Borrower”, and immediately upon the consummation of the Closing Date Acquisition, Help/Systems Holdings, Inc., a Delaware corporation, and Help/Systems, LLC, a Delaware limited liability company (each, a “Borrower”, and collectively, the “Borrowers”), HS Group Holdings, Inc., a Delaware corporation, as Holdings and a Guarantor thereunder, Help/Systems Holdings, Inc., a Delaware corporation, as Borrower Representative, the other Credit Parties (as defined in the Credit Agreement) from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and as Collateral Agent for the Lenders and the Lenders party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of even date herewith in favor of the Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a lien on

and security interest, subject in priority only to the first priority security interest in favor of the First Lien Collateral Agent in accordance with the Intercreditor Agreement and to Permitted Liens, in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those United States Trademarks referred to on Schedule 1 hereto; provided, however that no lien on or security interest is granted on any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. Subject to the terms of the Intercreditor Agreement, the security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other actions are, in the reasonable business judgment of the Grantor, necessary or desirable in connection with its Trademarks subject to a security interest hereunder and the terms of the Intercreditor Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law and Jurisdiction. (a) The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims

based in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

(b) Any legal action or proceeding with respect to any Loan Document shall be brought exclusively in the courts of the State of New York located in the City of New York, Borough of Manhattan, or of the United States of America for the Southern District of New York and, by execution and delivery of this Trademark Security Agreement, each Grantor and each other party hereto hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts; provided that nothing in this Trademark Security Agreement shall limit the right of any party to commence any proceeding in any court of any other jurisdiction to the extent such party determines that such action is necessary or appropriate to exercise its rights or remedies under the Loan Documents. The parties hereto (and, to the extent set forth in any other Loan Document, each Lender) hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

(c) Each of the parties hereto hereby irrevocably waives personal service of any and all legal process, summons, notices and other documents and other service of process of any kind and consents to such service in any suit, action or proceeding brought in the United States of America with respect to or otherwise arising out of or in connection with any Loan Document by any means permitted by applicable Requirements of Law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address of such party specified herein (and shall be effective when such mailing shall be effective, as provided therein). Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(d) Nothing contained in this Section 6 shall affect the right of any party hereto to serve process in any other manner permitted by applicable Requirements of Law or commence legal proceedings or otherwise proceed against any party hereto in any other jurisdiction.

[SIGNATURE PAGES FOLLOW]


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.

Very truly yours,

TEAMQUEST CORPORATION

as Grantor

By:


.....

Name: Daniel R. Mauleben

Title: Chief Financial Officer

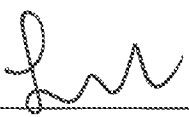
[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006089 FRAME: 0547

ACCEPTED AND AGREED
as of the date first above written:

CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH
as the Agent

By: 
Name: Vipul Dhadha
Title: Duly Authorized Signatory

By: 
Name: Joan Park
Title: Duly Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006089 FRAME: 0548

SCHEDULE I
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Serial/Reg. No	Filing/Reg. Date	Country
ACTIVEMETRICS ActiveMetrics	App 78509876 Reg 3058856	App 02-NOV-2004 Reg 14-FEB-2006	U.S.
NOW YOU KNOW Now You Know	App 78719256 Reg 3320470	App 23-SEP-2005 Reg 23-OCT-2007	U.S.
PERFORMANCE SURVEYOR	App 85536048 Reg 4244845	App 07-FEB-2012 Reg 20-NOV-2012	U.S.
PURESHARE PureShare	App 78719248 Reg 3157560	App 23-SEP-2005 Reg 17-OCT-2006	U.S.
TEAMQUEST TEAMQUEST	App 86850501	App 16-DEC-2015	U.S.
TEAMQUEST ▲TeamQuest	App 74139019 Reg 1696879	App 14-FEB-1991 Reg 23-JUN-1992	U.S.
TEAMQUEST	App 74139373 Reg 1695270	App 14-FEB-1991 Reg 16-JUN-1992	U.S.
TEAMQUEST ALERT	App 77453805 Reg 3629820	App 21-APR-2008 Reg 02-JUN-2009	U.S.
TEAMQUEST	App 85530038	App 31-JAN-2012	U.S.

Trademark	Serial/Reg. No	Filing/Reg. Date	Country
ANALYZER	Reg 4335920	Reg 14-MAY-2013	
TEAMQUEST BASELINE	App 74448276 Reg 1912329	App 18-OCT-1993 Reg 15-AUG-1995	U.S.
TEAMQUEST CMIS	App 85530051 Reg 4335921	App 31-JAN-2012 Reg 14-MAY-2013	U.S.
TEAMQUEST CMIS FOR STORAGE	App 85752631 Reg 4482199	App 12-OCT-2012 Reg 11-FEB-2014	U.S.
TEAMQUEST HARVEST	App 77474938 Reg 3685016	App 15-MAY-2008 Reg 22-SEP-2009	U.S.
TEAMQUEST IT SERVICE ANALYZER	App 78864971 Reg 3410801	App 19-APR-2006 Reg 08-APR-2008	U.S.
TEAMQUEST IT SERVICE REPORTER	App 78865017 Reg 3370667	App 19-APR-2006 Reg 15-JAN-2008	U.S.
TEAMQUEST MANAGER	App 77462696 Reg 3629884	App 01-MAY-2008 Reg 02-JUN-2009	U.S.
TEAMQUEST MODEL	App 74448277 Reg 1914133	App 18-OCT-1993 Reg 22-AUG-1995	U.S.
TEAMQUEST ONLINE	App 74448278 Reg 1914134	App 18-OCT-1993 Reg 22-AUG-1995	U.S.
TEAMQUEST PERFORMANCE INDICATOR	App 85752635 Reg 4682446	App 12-OCT-2012 Reg 03-FEB-2015	U.S.
TEAMQUEST PREDICTOR	App 85530057 Reg 4335922	App 31-JAN-2012 Reg 14-MAY-2013	U.S.
TEAMQUEST SURVEYOR	App 85530073 Reg 4415471	App 31-JAN-2012 Reg 08-OCT-2013	U.S.

Trademark	Serial/Reg. No	Filing/Reg. Date	Country
TEAMQUEST VIEW	App 74667264 Reg 1994936	App 25-APR-1995 Reg 20-AUG-1996	U.S.
VITYL ADVISER	App 86850502	App 16-DEC-2015	U.S.
VITYL ANALYZER	App 86850506	App 16-DEC-2015	U.S.
VITYL DASHBOARD	App 86850507	App 16-DEC-2015	U.S.