

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439830

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Syncsort Incorporated		08/16/2017	Corporation: NEW JERSEY

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	One Bryant Park
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	National Banking Association: NORTH CAROLINA

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2961223	DMEXPRESS
Registration Number:	2070629	FILEPORT
Registration Number:	4634018	IRONCLUSTER
Registration Number:	4703893	IRONSTREAM
Registration Number:	4107626	MTX
Registration Number:	2155075	PARASORT
Registration Number:	2023810	PIPESORT
Registration Number:	2502544	
Registration Number:	4825182	SILQ
Registration Number:	1157917	SYNCSORT
Registration Number:	2427390	VISUAL SYNCSORT
Registration Number:	4771712	ZPCOPY
Serial Number:	87208687	DATAFUNNEL
Serial Number:	87105092	SYNCSORT

## CORRESPONDENCE DATA

Fax Number: 8004947512

*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.*

TRADEMARK

**Phone:** 202-370-4750  
**Email:** ipteam@coagencyglobal.com  
**Correspondent Name:** Joanna McCall  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F172130 Syncsort Agmt2
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<b>NAME OF SUBMITTER:</b>	Theresa Volano
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<b>SIGNATURE:</b>	/Theresa Volano/
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<b>DATE SIGNED:</b>	08/18/2017
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**Total Attachments: 5**

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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of August 16, 2017 (this "Agreement"), by and between Syncsort Incorporated, a New Jersey corporation (the "Grantor"), and BANK OF AMERICA, N.A., as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of August 16, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among STARFISH HOLDCO, LLC, a Delaware limited liability company ("Holdings"), STARFISH-S MERGER SUB, INC., a Delaware corporation (the "Sahara Merger Sub"), to be merged with and into SAHARA PARENT, INC., a Delaware corporation ("Sahara") with Sahara being the surviving entity of such merger, STARFISH-V MERGER SUB, INC., a Delaware corporation (the "Vero Merger Sub" and, together with Sahara Merger Sub, the "Merger Subs" and each, individually, a "Merger Sub"), to be merged with and into VERO PARENT, INC., a Delaware corporation ("Vero") with Vero being the surviving entity of such merger, the other Grantors from time to time party thereto and BANK OF AMERICA, N.A., as Administrative Agent and as Collateral Agent and (b) the Second Lien Collateral Agreement dated as of August 16, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Merger Subs, Vero, Sahara, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Co-Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of a Co-Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any and all United States Trademarks owned or at any time acquired by the Grantor, including the United States Trademarks on Schedule I attached hereto (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent 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 Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to

this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and this Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

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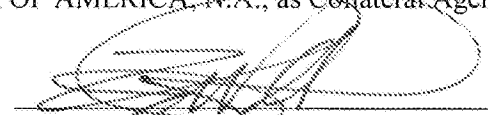
IN WITNESS WHEREOF, Syncsort Incorporated has duly executed this Agreement as of the day and year first above written.

SYNCSORT INCORPORATED, as Grantor

By: Robert Bies  
Name: Robert E. Bies  
Title: Chief Financial Officer

BANK OF AMERICA, N.A., as Collateral Agent

By:

A handwritten signature in black ink, appearing to read 'Henry Pennell', is written over a horizontal line. The signature is somewhat stylized and overlaps the line.

Name: Henry Pennell  
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006133 FRAME: 0309**

Schedule I

Trademark Collateral

<b>Owner</b>	<b>Trademark</b>	<b>Registration or ApplicationNo.</b>
Syncsort Incorporated	DMEXPRESS	2961223
Syncsort Incorporated	FILEPORT	2070629
Syncsort Incorporated	IRONCLUSTER	4634018
Syncsort Incorporated	IRONSTREAM	4703893
Syncsort Incorporated	MFX	4107626
Syncsort Incorporated	PARASORT	2155075
Syncsort Incorporated	PIPESORT	2023810
Syncsort Incorporated	Sigma (Greek Symbol) & Design	2502544
Syncsort Incorporated	SILQ	4825182
Syncsort Incorporated	SYNCSORT	1157917
Syncsort Incorporated	VISUAL SYNCSORT	2427390
Syncsort Incorporated	ZPCOPY	4771712
Syncsort Incorporated	DataFunnel	87208687
Syncsort Incorporated	SYNCSORT	87105092