

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439832

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trillium Software, Inc.		08/16/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Banking Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2671358	TRILLIUM SOFTWARE	
Registration Number:	1903431	TRILLIUM SOFTWARE SYSTEM	
Registration Number:	4154645	TRILLIUMAPPS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	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		
ATTORNEY DOCKET NUMBER:	F172130 Trill Agmt2		
NAME OF SUBMITTER:	Theresa Volano		
SIGNATURE:	/Theresa Volano/		
DATE SIGNED:	08/18/2017		
Total Attachments: 5			

OP \$90.00 2671358

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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of August 16, 2017 (this “Agreement”), by and between Trillium Software, Inc., a Delaware 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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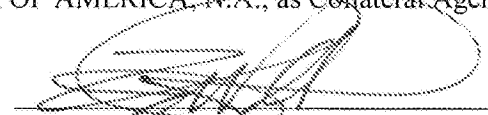
IN WITNESS WHEREOF, Trillium Software, Inc. has duly executed this Agreement as of the day and year first above written.

TRILLIUM SOFTWARE, INC., 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: 0316

Schedule I

Trademark Collateral

Owner	Trademark	Registration No.
Trillium Software, Inc.	TRILLIUM SOFTWARE	2671358
Trillium Software, Inc.	TRILLIUM SOFTWARE SYSTEM	1903431
Trillium Software, Inc.	TRILLIUMAPPS	4154645