

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441099

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BackOffice Associates, LLC		08/25/2017	Limited Liability Company: DELAWARE
Cransoft, LLC		08/25/2017	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	Fortress Credit Co LLC
Street Address:	1345 Avenue of the Americas
Internal Address:	46th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10105
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4069709	BACK OFFICE ASSOCIATES
Registration Number:	3439364	BACKOFFICE ASSOCIATES
Registration Number:	3039079	BORING GO LIVE
Registration Number:	4536380	CAPPS
Registration Number:	3049471	DATADIALYSIS
Registration Number:	2927294	DATAGARAGE
Registration Number:	3957891	DBMOTO
Registration Number:	4849109	DSP
Serial Number:	87359729	DQAAS DATA QUALITY AS A SERVICE
Registration Number:	4025296	ERP2
Registration Number:	4186754	FLUXCTS
Registration Number:	3766643	LOAD EARLY LOAD OFTEN
Registration Number:	3907625	MDMB
Registration Number:	3957893	SAFECONDUCT
Registration Number:	4429117	SILVERLINING
Serial Number:	86940948	THE ROAD TO SIMPLE

CH \$440.00 4069709

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3651688	CRANSOFT
CORRESPONDENCE DATA		
Fax Number:	7044441111	
<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:	704-444-1124	
Email:	elaine.hunt@alston.com	
Correspondent Name:	Michele M. Glessner	
Address Line 1:	Alston & Bird LLP	
Address Line 2:	101 South Tryon Street, Suite 4000	
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000	
NAME OF SUBMITTER:	Elaine B. Hunt	
SIGNATURE:	/Elaine B. Hunt/	
DATE SIGNED:	08/29/2017	
Total Attachments: 6		
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 25, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Fortress Credit Co LLC (“Fortress”), as administrative 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 Credit Agreement, dated as of August 25, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among BGP Bravo Merger Sub, LLC, a Delaware limited liability company (the “Initial Borrower”), BackOffice Associates Holdings, LLC, a Delaware limited liability company (the “Successor Borrower”; the “Borrower” refers to, prior to the Closing Date Acquisition, the Initial Borrower, and immediately upon the consummation of the Closing Date Acquisition, the Successor Borrower), BGP Bravo Holdings, LLC, a Delaware limited liability company (“Holdings”), each of the other entities from time to time party thereto, the Lenders and Fortress, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (and such agreement may be amended, 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 the 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 Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with 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 mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and

security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"); provided, however, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property:

- (a) all of the Trademarks listed on Schedule 1 hereto;
- (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. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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 necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

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.

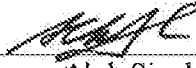
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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.

BACKOFFICE ASSOCIATES, LLC

as Grantor

By: 
Name: Alok Singh
Title: Vice President

CRANSOFT, LLC

as Grantor

By: 
Name: Alok Singh
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

FORTRESS CREDIT CO LLC
as Agent

By: _____
Name: CONSTANTINE M. DAKOLIAS
Title: PRESIDENT

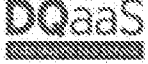

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006143 FRAME: 0203

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner
BACK OFFICE ASSOCIATES 	United States	4,069,709 85/181,638	November 19, 2010	December 13, 2011	BackOffice Associates, LLC
BACKOFFICE ASSOCIATES	United States	3,439,364 77/175,141	May 8, 2007	June 3, 2008	BackOffice Associates, LLC
BORING GO LIVE	United States	3,039,079 76/572,998	January 29, 2004	January 10, 2006	BackOffice Associates, LLC
CAPPS	United States	4,536,380 86/023,146	July 30, 2013	May 27, 2014	BackOffice Associates, LLC
DATADIALYSIS	United States	3,049,471 78/467,137	August 13, 2004	January 24, 2006	BackOffice Associates, LLC
DATAGARAGE 	United States	2,927,294 76/525,714	June 20, 2003	February 22, 2005	BackOffice Associates, LLC
DBMOTO	United States	3,957,891 85/176,768	November 15, 2010	May 10, 2011	BackOffice Associates, LLC
DQAAS DATA QUALITY AS A SERVICE 	United States	N/A 87/359,729	March 6, 2017	N/A	BackOffice Associates, LLC
DSP 	United States	4,849,109 86/380,718	August 29, 2014	November 10, 2015	BackOffice Associates, LLC

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner
ERP2 ERP²	United States	4,025,296 85/181,678	November 19, 2010	September 13, 2011	BackOffice Associates, LLC
FLUXCTS	United States	4,186,754 85/502,959	December 23, 2011	August 7, 2012	BackOffice Associates, LLC
LOAD EARLY LOAD OFTEN	United States	3,766,643 77/784,492	July 20, 2009	March 30, 2010	BackOffice Associates, LLC
MDMB MDM^b	United States	3,907,625 85/054,547	June 4, 2010	January 18, 2011	BackOffice Associates, LLC
SAFECONDUCT	United States	3,957,893 85/176,790	November 15, 2010	May 10, 2011	BackOffice Associates, LLC
SILVERLINING	United States	4,429,117 85/128,852	September 14, 2010	November 5, 2013	BackOffice Associates, LLC
THE ROAD TO SIMPLE	United States	N/A 86/940,948	March 15, 2016	N/A	BackOffice Associates, LLC
CRANSOFT	United States	3,651,688 77/130,390	March 14, 2007	July 7, 2009	Cransoft, LLC