

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441608

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARI Network Services, Inc.		08/29/2017	Corporation: WISCONSIN

RECEIVING PARTY DATA

Name:	AB Private Credit Investors LLC
Street Address:	1345 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10105
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4461997	DATASMART
Registration Number:	4461994	PARTSTREAM
Registration Number:	4461999	FOOTSTEPS
Registration Number:	4462031	ACCESSORYSMART
Registration Number:	4462030	ACCESSORYSTREAM
Registration Number:	4461998	SEARCHENGINESMART
Registration Number:	3760939	TIRETRADER
Registration Number:	3528396	PARTSMART CART
Registration Number:	3528395	PARTSMART WEB
Registration Number:	3796024	PARTSMART DATA MANAGER
Registration Number:	3050342	TIREWORKS
Registration Number:	2511777	PARTSMART
Registration Number:	2272856	TRADEROUTE

CORRESPONDENCE DATA

Fax Number: 7044441111

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: 704-444-1124

CH \$340.00 4461997

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: 09/01/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of August 29, 2017, is entered into by and among **ARI NETWORK SERVICES, INC.**, a Wisconsin corporation (the “**Grantor**”), and **AB PRIVATE CREDIT INVESTORS LLC** (the “**Assignee**”), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “**Guarantee and Collateral Agreement**”), by and among the Assignee, the Grantor and certain affiliates of the Grantor, and (ii) that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “**Credit Agreement**”), by and among the Grantor, certain affiliates of the Grantor, the Lenders party thereto and the Assignee.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, including Section 3.1 thereof, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the United States registrations and applications for registration of Trademarks (excluding Internet domain names) referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof, provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark

application under Federal law; provided, further, that Trademarks and the collateral grant in this Section 1(a) shall not include any Trademarks that require action under the law of any jurisdiction outside of the United States to create or perfect a security interest or Lien in such Trademarks, which shall, for the avoidance of doubt, include all such Trademarks, not registered in the United States.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

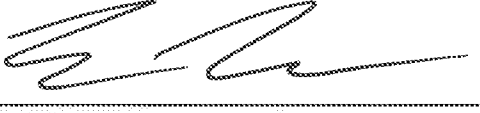
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

AB PRIVATE CREDIT INVESTORS LLC,
as Administrative Agent

By: 

Name: Evan Cohen

Title: Managing Director

Address of Assignee:

AB Private Credit Investors LLC
500 W. Fifth Street, Suite 1100
Austin, TX 78701
Attention: ARI Account
E-Mail: chris.lanshe@abglobal.com

GRANTOR:

ARI NETWORK SERVICES, INC.

By: _____

Name: Roy W. Olivier

Title: Chief Executive Officer

Address of Grantor:

10850 West Park Place, Suite 1200

Milwaukee, WI 53224

P: 414-973-4300

ATTN: William A. Nurthen, Chief Financial Officer

Email: bill.nurthen@arinet.com

ARI NETWORK
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 006146 FRAME: 0023

Schedule A to Trademark Security Agreement

Trademark	Database	Registration Number	Registration Date	Owner
DATASMART	U.S. Federal	4461997	1/7/2014	ARI Network Services, Inc.
PARTSTREAM	U.S. Federal	4461994	1/7/2014	ARI Network Services, Inc.
FOOTSTEPS	U.S. Federal	4461999	1/7/2014	ARI Network Services, Inc.
ACCESSORYSMART	U.S. Federal	4462031	1/7/2014	ARI Network Services, Inc.
ACCESSORYSTREAM	U.S. Federal	4462030	1/7/2014	ARI Network Services, Inc.
SEARCHENGINESMART	U.S. Federal	4461998	1/7/2014	ARI Network Services, Inc.
TIRETRADER	U.S. Federal	3760939	3/16/2010	ARI Network Services, Inc.
PARTSMART CART	U.S. Federal	3528396	11/4/2008	ARI Network Services, Inc.
PARTSMART WEB	U.S. Federal	3528395	11/4/2008	ARI Network Services, Inc.
PARTSMART DATA MANAGER	U.S. Federal	3796024	6/1/2010	ARI Network Services, Inc.
TIREWORKS	U.S. Federal	3050342	1/24/2006	ARI Network Services, Inc.
PARTSMART	U.S. Federal	2511777	11/27/2001	ARI Network Services, Inc.
TRADEROUTTE	U.S. Federal	2272856	8/24/1999	ARI Network Services, Inc.