

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445940

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ECI SOFTWARE SOLUTIONS, INC.		09/29/2017	Corporation: DELAWARE
ECI MACOLA/MAX, LLC		09/29/2017	Limited Liability Company: DELAWARE
ECI JOBBOSS, LLC		09/29/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A
Street Address:	101 NORTH TRYON STREET
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	3080472	ACSELLERATE
Registration Number:	3757349	BRITANNIA
Registration Number:	1916301	DDMS
Registration Number:	2660937	DISTRIBUTOR STATION
Registration Number:	2483394	E-AUTOMATE
Registration Number:	3716100	ECI
Registration Number:	3607285	ECI
Registration Number:	3607284	ECI
Registration Number:	4305079	ECINSIGHT
Registration Number:	4016909	ECINTELLIGENCE
Registration Number:	3667112	ECINTERACTIVE
Registration Number:	4901971	ECINTERACTIVEPLUS
Registration Number:	4447629	FMAUDIT
Registration Number:	5025189	JUMPTRACK

CH \$1190.00 3080472

Property Type	Number	Word Mark
Registration Number:	4102235	M1
Registration Number:	3364050	OMD
Registration Number:	4714133	OMD SERVICE ON THE GO
Registration Number:	2453153	OMD VISION
Registration Number:	2595951	PRESSBOX
Registration Number:	4666898	RED CHEETAH
Registration Number:	4882401	RED FALCON
Registration Number:	4551260	REMOTETECH
Registration Number:	4878005	REMOTETECH
Registration Number:	2726002	ROCKSOLID POS
Registration Number:	1454946	SPRUCE
Registration Number:	3171198	TEAMACCESS
Registration Number:	3168166	TEAM DESIGN
Registration Number:	3168178	TEAM-QUOTES!
Registration Number:	3201134	TEAM-RELAY!
Registration Number:	4714134	TECH RAPTOR
Registration Number:	3211208	JOBBOSS
Registration Number:	1893964	JOBBOSS
Registration Number:	1862394	MACOLA
Registration Number:	2247662	MAX
Registration Number:	2476124	OFFICEBOSS
Registration Number:	1860315	PROGRESSION
Registration Number:	2167794	SHOPBOSS
Serial Number:	87367897	CARTIQ
Serial Number:	86735347	ENVIZIA
Serial Number:	87447464	IHMS
Serial Number:	87447460	LOTBUZZ
Serial Number:	87447461	LOTINSIGHT
Serial Number:	87447453	LOTVUE
Serial Number:	87447458	LV LOTVUE
Serial Number:	87447466	MARK SYSTEMS
Serial Number:	87447467	MARKSYSTEMS
Serial Number:	86920120	SPRUCEWARE.NET

CORRESPONDENCE DATA

Fax Number: 2124464900

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: 2124464800

Email: hayley.smith@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: Attn Hayley Smith
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 40087-192

NAME OF SUBMITTER: Hayley Smith

SIGNATURE: //Hayley Smith//

DATE SIGNED: 10/04/2017

Total Attachments: 7

source=Eclipse - 2L Trademark Security Agreement RBC#page1.tif
source=Eclipse - 2L Trademark Security Agreement RBC#page2.tif
source=Eclipse - 2L Trademark Security Agreement RBC#page3.tif
source=Eclipse - 2L Trademark Security Agreement RBC#page4.tif
source=Eclipse - 2L Trademark Security Agreement RBC#page5.tif
source=Eclipse - 2L Trademark Security Agreement RBC#page6.tif
source=Eclipse - 2L Trademark Security Agreement RBC#page7.tif

SHORT FORM SECOND LIEN
TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated September 29, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of ROYAL BANK OF CANADA (“Royal Bank”) as Collateral Agent (the “Second Lien Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, EXACT MERGER SUB LLC, a Delaware limited liability company, whose rights and obligations therein will be assigned to and assumed by ECI MACOLA/MAX HOLDING, LLC, a Delaware limited liability company (the “Parent Borrower”), ECI SOFTWARE SOLUTIONS, INC., a Delaware corporation (the “Co-Borrower”, and together with the Parent Borrower, the “Borrowers”), ECLIPSE ACQUISITION LLC, a Delaware limited liability company (“Holdings”), Royal Bank, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and each other party thereto have entered into the Second Lien Credit Agreement dated as of September 29, 2017 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the SECOND LIEN SECURITY AGREEMENT dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Second Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Second Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Second Lien Collateral”) all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Second Lien Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such

Execution Version

secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Second Lien Collateral Agent with respect to the Second Lien Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

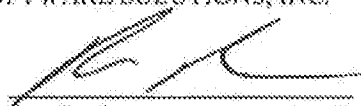
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

ECI JOBOSS, LLC
ECI MACOLA/MAX, LLC
ECI SOFTWARE SOLUTIONS, INC.

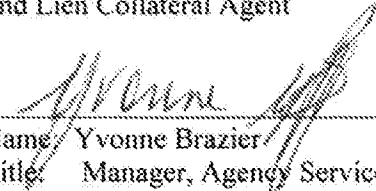
By: 
Name: Ron Books
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement - Second Lien]

TRADEMARK
REEL: 006173 FRAME: 0597




ROYAL BANK OF CANADA,
as Second Lien Collateral Agent

By:


Name: Yvonne Brazier
Title: Manager, Agency Services

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
ECI Software Solutions, Inc.	ACSELLERATE	Registration No. 3080472
ECI Software Solutions, Inc.	BRITANNIA	Registration No. 3757349
ECI Software Solutions, Inc.	CARTIQ	Application No. 87367897
ECI Software Solutions, Inc.	DDMS	Registration No. 1916301
ECI Software Solutions, Inc.	DISTRIBUTOR STATION	Registration No. 2660937 Supplemental Register
ECI Software Solutions, Inc. ¹	E-AUTOMATE	Registration No. 2483394
ECI Software Solutions, Inc.		Registration No. 3716100
ECI Software Solutions, Inc.		Registration No. 3607285
ECI Software Solutions, Inc.		Registration No. 3607284
ECI Software Solutions, Inc.	ECINSIGHT	Registration No. 4305079
ECI Software Solutions, Inc.	ECINTELLIGENCE	Registration No. 4016909
ECI Software Solutions, Inc.	ECINTERACTIVE	Registration No. 3667112
ECI Software Solutions, Inc.	ECINTERACTIVEPLUS	Registration No. 4901971
ECI Software Solutions, Inc.	ENVIZIA	Application No. 86735347
ECI Software Solutions, Inc.	FMAUDIT	Registration No. 4447629
ECI Software Solutions, Inc.	IHMS	Application No. 87447464
ECI Software Solutions, Inc.	LOTBUZZ	Application No. 87447460

¹ Break in chain of title between Digital Gateway, Inc. to eCommerce Industries, Inc. Amendment filing with US PTO in process.

Registered owner/ Grantor	Trademark	Registration No. or Application No.
ECI Software Solutions, Inc.	LOTINSIGHT	Application No. 87447461
ECI Software Solutions, Inc.	LOTVUE	Application No. 87447453
ECI Software Solutions, Inc.		Application No. 87447458
ECI Software Solutions, Inc.	JUMPTRACK	Registration No. 5025189
ECI Software Solutions, Inc.	MI	Registration No. 4102235
	MARK SYSTEMS	Application No.: 87447466
ECI Software Solutions, Inc.		Application No.: 87447467
ECI Software Solutions, Inc.	OMD	Registration No. 3364050
ECI Software Solutions, Inc.	OMD SERVICE ON THE GO	Registration No. 4714133
ECI Software Solutions, Inc.		Registration No. 2453153
ECI Software Solutions, Inc.	PRESSBOX	Registration No. 2595951
ECI Software Solutions, Inc.	RED CHEETAH	Registration No. 4666898
ECI Software Solutions, Inc.	RED FALCON	Registration No. 4882401
ECI Software Solutions, Inc.	REMOTETECH	Registration No. 4551260
ECI Software Solutions, Inc.	REMOTETECH	Registration No. 4878005
ECI Software Solutions, Inc.	ROCKSOLID POS	Registration No. 2726002
ECI Software Solutions, Inc.	SPRUCE	Registration No. 1454946
ECI Software Solutions, Inc.	SPRUCEWARE.NET	Application No. 86920120
ECI Software Solutions, Inc.	TEAMACCESS	Registration No. 3171198
ECI Software Solutions, Inc.	TeamDesign	Registration No. 3168166
ECI Software Solutions, Inc.	TEAM-QUOTES!	Registration No. 3168178
ECI Software Solutions, Inc.	TEAM-RELAY!	Registration No. 3201134
ECI Software Solutions, Inc.	TECH RAPTOR	Registration No. 4714134

Registered owner/ Grantor	Trademark	Registration No. or Application No.
ECi JobBOSS, LLC (f/k/a/ Exact North America, LLC)	JOBBOSS	Registration No. 3211208
ECi JobBOSS, LLC (f/k/a/ Exact North America, LLC)	JOBBOSS	Registration No. 1893964
ECi Macola/MAX, LLC (f/k/a/ Exact Software North America, LLC)	MACOLA	Registration No. 1862394
ECi Macola/MAX, LLC (f/k/a/ Exact Software North America, LLC)	MAX	Registration No. 2247662
ECi JobBOSS, LLC (f/k/a/ Exact North America, LLC)	OFFICEBOSS	Registration No. 2476124
ECi Macola/MAX, LLC (f/k/a/ Exact Software North America, LLC)	PROGRESSION	Registration No. 1860315
ECi JobBOSS, LLC (f/k/a/ Exact North America, LLC)	SHOPBOSS	Registration No. 2167794