

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467682

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST AT REEL/FRAME 05655/0359
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		03/29/2018	BANK: SWITZERLAND

RECEIVING PARTY DATA

Name:	HELP/SYSTEMS, LLC
Street Address:	6455 City West Parkway
City:	Eden Prairie
State/Country:	MINNESOTA
Postal Code:	55344
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	1628993	ROBOT
Registration Number:	1639348	ROBOT/CPA
Registration Number:	1642436	ROBOT/SAVE
Registration Number:	1711417	ROBOT/NETWORK
Registration Number:	1715358	ROBOT/CONSOLE
Registration Number:	1978335	ROBOT/ALERT
Registration Number:	1976839	ROBOT/REPORTS
Registration Number:	1978481	ROBOT/UPS
Registration Number:	2208887	ROBOT/CLIENT
Registration Number:	2222678	ROBOT/REPLAY
Registration Number:	2450545	ROBOT/SCHEDULE
Registration Number:	2473027	INTERMAPPER
Registration Number:	2421221	POWERTECH
Registration Number:	2427143	MESSENGERCONSOLE
Registration Number:	2427144	MESSENGERPLUS
Registration Number:	2534166	ROBOT/SPACE
Registration Number:	2709972	STANDGUARD
Registration Number:	3774010	NETWORK AUTOMATION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3611822	AUTOMATE
Registration Number:	3678769	A
Registration Number:	3678770	NO CODE, NO LIMITS
Registration Number:	3779990	AUTOMATE BPA SERVER
Registration Number:	3685241	ORCHESTRATE, INTEGRATE, AUTOMATE
Registration Number:	3741750	SEQUEL VIEWPOINT
Registration Number:	3766523	ROBOT/SCHEDULE ENTERPRISE
Registration Number:	2853829	SHOWCASE
Registration Number:	3087239	ROBOT/LPAR
Registration Number:	4179974	SKYBOT SOFTWARE
Registration Number:	4179975	SKYBOT SCHEDULER
Registration Number:	4269136	
Registration Number:	4236601	SIGNHERE
Registration Number:	4518313	POWERADMIN
Registration Number:	4504395	DELIVERNOW
Registration Number:	4958100	HELPSYSTEMS
Registration Number:	4960668	HELPSYSTEMS
Registration Number:	5152933	WEBDOCS
Serial Number:	86442071	AUTOMATING DOCUMENT PROCESSES
Serial Number:	86027642	SMART AP

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.

Email: susan.zablocki@kirkland.com

Correspondent Name: Susan Zablocki

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 22783-104

NAME OF SUBMITTER: Susan Zablocki

SIGNATURE: /susan zablocki/

DATE SIGNED: 03/29/2018

Total Attachments: 5

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RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS, dated as of March 29, 2018 (this "**Release**"), by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ("**CS**"), in its capacity as Collateral Agent under the Credit Agreement referred to below. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Guaranty and Security Agreement, as applicable.

Reference is made to (i) the First Lien Credit Agreement, dated as of October 8, 2015 (as amended by that certain Amendment No. 1 and Incremental Term Loan Assumption Agreement dated as of December 14, 2016 and by that certain Amendment No. 2 dated as of June 14, 2017, and as further amended, restated, amended and restated, supplemented, extended or otherwise modified to the date hereof, the "**Credit Agreement**"), among Help/Systems Holdings, Inc., a Delaware corporation ("**HS Holdings**"), Help/Systems, LLC, a Delaware limited liability company ("**Help Systems**" and, together with HS Holdings, the "**Borrowers**", and each individually a "**Borrower**"), HS Group Holdings, Inc., a Delaware corporation ("**Holdings**"), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and CS, as Administrative Agent and Collateral Agent; (ii) the First Lien Guaranty and Security Agreement, dated as of October 8, 2015 (as supplemented by the Joinder Agreement, dated as of June 20, 2017 and as further amended, restated, amended and restated, supplemented, extended or otherwise modified to the date hereof, the "**Guaranty and Security Agreement**"), among the Borrowers, Holdings, the Grantors from time to time party thereto and the Collateral Agent; and (iii) the Trademark Security Agreement, dated as of October 8, 2015 (as amended, restated, amended and restated, supplemented, extended or otherwise modified to the date hereof, the "**Trademark Security Agreement**") between Help Systems (the "**Trademark Grantor**") and the Collateral Agent (such agreements set forth in clauses (i) through (iii), the "**Security Documents**").

WHEREAS, pursuant to the Security Documents, the Trademark Grantor granted to the Collateral Agent, and its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title and interest of the Trademark Grantor in, among other things, the Trademarks set forth on Schedule I hereto (the "**Trademark Collateral**"), which security interest was recorded with the United States Patent & Trademark Office on October 28, 2015, at Reel/Frame 05655/0359.

WHEREAS, pursuant to the First Lien Payoff Letter, dated as of March 29, 2018 among Holdings, the Borrowers and CS, as Administrative Agent and Collateral Agent, the Collateral Agent agreed to release any and all security interests it may have in the Trademark Collateral pursuant to the Security Documents.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Collateral Agent, on behalf of itself, the Secured Parties and their permitted successors and assigns, does hereby absolutely, unconditionally and irrevocably release, cancel, terminate, relinquish, discharge and reassign, in its entirety, for the benefit of the Trademark Grantor and its successors and assigns: (a) all liens and security interests created under the

Guaranty and Security Agreement and the Trademark Security Agreement, in each case, in the Trademark Collateral; (b) all of the Collateral Agent's and any other Secured Party's right, title and interest in, to and under the Trademark Collateral and (c) all liens and security interests granted to the Collateral Agent in the Trademark Collateral.

2. The Collateral Agent agrees to make filings with the United States Patent and Trademark Office and take all further actions and execute and deliver all further documents and/or instruments that may be reasonably necessary, in each case as reasonably requested by the Borrowers or Holdings and at the sole expense of the Borrowers or Holdings, to evidence the release and termination of the security interests in the Trademark Collateral. The execution and delivery of this Release and any further documents and the performance of any actions by the Collateral Agent are made without representation or warranty by, or recourse to, the Collateral Agent or any other Secured Party.

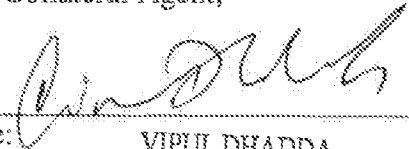
3. THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

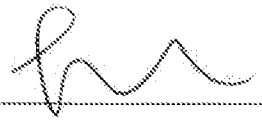
CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by



Name: _____
Title: VIPUL DHADDA
AUTHORIZED SIGNATORY

by



Name: _____
Title: Joan Park
Authorized Signatory

[Signature Page to First Lien Trademark Release]

[[3706883]]

SCHEDULE I

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Country	Filing date	Appl. No.	Reg. date	Reg. No.	Owner
	EU	8/30/2011	10227155	2/2/2012	10227155	Help/Systems, LLC
POWERLOCK	EU	5/21/2003	2704658	10/16/2003	2704658	Help/Systems, LLC
POWERTECH	EU	5/20/2003	2703860	9/12/2004	2703860	Help/Systems, LLC
ROBOT/ALERT	EU	11/23/2002	2943967	3/30/2005	2943967	Help/Systems, LLC
ROBOT/CONSOLE	EU	3/27/2001	2150308	8/1/2002	2150308	Help/Systems, LLC
ROBOT/REPORTS	EU	11/22/2002	2944189	3/30/2005	2944189	Help/Systems, LLC
ROBOT/SAVE	EU	3/27/2001	2151900	5/10/2002	2151900	Help/Systems, LLC
ROBOT/SCHEDULE	EU	3/27/2001	2151736	9/30/2002	2151736	Help/Systems, LLC
ROBOT/SCHEDULE ENTERPRISE	EU	11/5/2009	8666513	5/14/2010	8666513	Help/Systems, LLC
SHOWCASE	Norway	6/13/1994	199403263	4/11/2000	202255	Help/Systems, LLC
SHOWCASE	Sweden	5/28/1997	199705030	6/18/2000	338468	Help/Systems, LLC
SHOWCASE	U.K.	6/9/1994	1574833	6/9/1994	1,978,833	Help/Systems, LLC
	U.S.	8/23/2011	85/404,847	1/1/2013	4,269,136	Help/Systems, LLC
 NETWORK AUTOMATION	U.S.	9/12/2008	77/569,211	4/13/2010	3,774,010	Help/Systems, LLC
 AutoMate SPA Server	U.S.	9/19/2008	77/574,185	4/27/2010	3,773,990	Help/Systems, LLC
	U.S.	9/12/2008	77/569,238	9/8/2009	3,678,769	Help/Systems, LLC
 helpsystems	U.S.	1/16/2014	86/167,709			Help/Systems, LLC
AUTOMATE	U.S.	9/12/2008	77/569,236	4/28/2009	3,611,822	Help/Systems, LLC
AUTOMATING DOCUMENT PROCESSES	U.S.	11/01/2014	86/442,071			Help/Systems, LLC
DELIVERNOW	U.S.	5/14/2013	85/931,779	4/1/2014	4,504,395	Help/Systems, LLC
HELPSYSTEMS	U.S.	1/16/2014	86/167,702			Help/Systems, LLC
INTERMAPPER	U.S.	12/6/1999	75/864,402	7/31/2001	2,473,027	Help/Systems, LLC
MESSENGER/CONSOLE	U.S.	4/10/2000	76/021,061	1/6/2001	2,427,143	Help/Systems, LLC
MESSENGERPLUS	U.S.	4/10/2000	76/021,062	2/6/2001	2,427,144	Help/Systems, LLC
NO CODE, NO LIMITS	U.S.	9/12/2008	77/569,243	9/8/2009	3,678,770	Help/Systems, LLC
ORCHESTRATE, INTEGRATE, AUTOMATE	U.S.	9/19/2008	77/574,174	9/22/2009	3,685,241	Help/Systems, LLC
POWERADMIN	U.S.	8/17/2012	85/600,096	4/22/2014	4,518,313	Help/Systems, LLC
POWERTECH	U.S.	1/3/2000	75/883,972	1/16/2001	2,421,221	Help/Systems, LLC
ROBOT	U.S.	1/10/1990	74/017,725	12/25/1990	1,628,993	Help/Systems, LLC
ROBOT/ALERT	U.S.	6/22/1995	74/692,046	6/4/1996	1,978,335	Help/Systems, LLC

[Schedule I to First Lien Trademark Release]

Trademark	Country	Filing date	Appl. No.	Reg. date	Reg. No.	Owner
ROBOT/CLIENT	U.S.	10/21/1997	75/377,300	12/8/1998	2,208,887	Help/Systems, LLC
ROBOT/CONSOLE	U.S.	1/13/1992	74/237,068	9/15/1992	1,715,358	Help/Systems, LLC
ROBOT/CPA	U.S.	1/10/1990	74/017,733	3/26/1991	1,639,348	Help/Systems, LLC
ROBOT/LPAR	U.S.	10/1/2004	78/493,146	5/2/2006	3,087,239	Help/Systems, LLC
ROBOT/NETWORK	U.S.	11/23/1991	74/234,056	9/1/1992	1,711,417	Help/Systems, LLC
ROBOT/REPLAY	U.S.	12/9/1997	75/402,454	2/9/1999	2,222,678	Help/Systems, LLC
ROBOT/REPORTS	U.S.	7/19/1995	74/703,386	5/28/1996	1,976,839	Help/Systems, LLC
ROBOT/SAVE	U.S.	1/10/1990	74/017,791	4/23/1991	1,642,436	Help/Systems, LLC
ROBOT/SCHEDULE	U.S.	5/25/1999	75/713,605	5/15/2001	2,450,545	Help/Systems, LLC
ROBOT/SCHEDULE ENTERPRISE	U.S.	6/9/2009	77/755,686	3/30/2010	3,766,523	Help/Systems, LLC
ROBOT/SPACE	U.S.	3/21/2001	76/225,137	1/29/2002	2,534,166	Help/Systems, LLC
ROBOT/TIPS	U.S.	7/19/1995	74/703,388	6/4/1996	1,978,481	Help/Systems, LLC
SEQUEL VIEWPOINT	U.S.	12/3/2008	77/635,032	1/26/2010	3,741,750	Help/Systems, LLC
SHOWCASE	U.S.	6/23/2003	78/265,704	6/15/2004	2,853,829	Help/Systems, LLC
SIGNHERE	U.S.	3/1/2012	85/531,246	11/8/2012	4,236,601	Help/Systems, LLC
SPYBOT SCHEDULER	U.S.	8/5/2010	85/100,738	7/24/2012	4,179,974	Help/Systems, LLC
SKYBOT SOFTWARE	U.S.	8/5/2010	85/100,736	7/24/2012	4,179,974	Help/Systems, LLC
SMART AP	U.S.	2/2/2012	86/027,642			Help/Systems, LLC
STANDGUARD	U.S.	6/15/2001	76/271,880	4/22/2003	3,709,972	Help/Systems, LLC
WEBDOCS	U.S.	11/01/2014	86/442,068			Help/Systems, LLC

2. TRADEMARK APPLICATIONS

Trademark	Appl. No.	Response Type (Deadline)
HELPSYSTEMS	86/167,702	Response to Office Action (10/23/2014). Further non-final OA issued (06/09/2015).
SMART AP	86/027,642	Statement of Use (9/4/2014). Three extension requests to file the Statement of Use have been filed and accepted. The last extension request was granted on 09/21/2015.

[Schedule I to First Lien Trademark Release]

[[3706883]]

RECORDED: 03/29/2018

TRADEMARK
REEL: 006303 FRAME: 0517