

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467837

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST AT REEL/FRAME 6089/0542
SEQUENCE:	2

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 (as successor in interest to Teamquest Corporation)
Street Address:	6455 City West Parkway
City:	Eden Prairie
State/Country:	MINNESOTA
Postal Code:	55344
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	1696879	TEAMQUEST
Registration Number:	1695270	TEAMQUEST
Registration Number:	1912329	TEAMQUEST BASELINE
Registration Number:	1914133	TEAMQUEST MODEL
Registration Number:	1914134	TEAMQUEST ONLINE
Registration Number:	1994936	TEAMQUEST VIEW
Registration Number:	3629820	TEAMQUEST ALERT
Registration Number:	3629884	TEAMQUEST MANAGER
Registration Number:	3685016	TEAMQUEST HARVEST
Registration Number:	3058856	ACTIVEMETRICS
Registration Number:	3157560	PURESHARE
Registration Number:	3320470	NOW YOU KNOW
Registration Number:	3410801	TEAMQUEST IT SERVICE ANALYZER
Registration Number:	3370667	TEAMQUEST IT SERVICE REPORTER
Registration Number:	4335920	TEAMQUEST ANALYZER
Registration Number:	4335921	TEAMQUEST CMIS
Registration Number:	4335922	TEAMQUEST PREDICTOR
Registration Number:	4415471	TEAMQUEST SURVEYOR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4244845	PERFORMANCE SURVEYOR
Registration Number:	4482199	TEAMQUEST CMIS FOR STORAGE
Registration Number:	4682446	TEAMQUEST PERFORMANCE INDICATOR
Registration Number:	5167664	VITYL ADVISER
Serial Number:	86850507	VITYL DASHBOARD
Serial Number:	86850501	TEAMQUEST
Serial Number:	86850506	VITYL ANALYZER

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:	03/30/2018

Total Attachments: 6

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RELEASE OF SECOND 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 Second Lien Credit Agreement, dated as of October 8, 2015 (as 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 Second 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 "**Guarantee 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 June 20, 2017 (as amended, restated, amended and restated, supplemented, extended or otherwise modified to the date hereof, the "**Trademark Security Agreement**") between TeamQuest Corporation, an Iowa corporation (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 June 22, 2017, at Reel/Frame 6089/0542.

WHEREAS, pursuant to the Second 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.

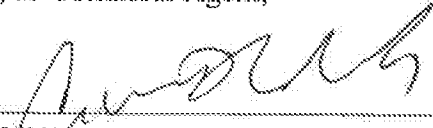
3. THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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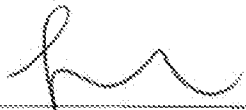
IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

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

by


Name: VIPUL DHADDA
Title: AUTHORIZED SIGNATORY

by


Name:
Title: Joan Park
Authorized Signatory

[Signature Page to Second Lien Trademark Release - TeamQuest]


[[3706902]]

TRADEMARK
REEL: 006304 FRAME: 0310

SCHEDULE I

Trademark Registrations

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Serial Reg. No	Filing Reg. Date	Country
ACTIVEMETRICS ActiveMetrics	App 78509876 Reg 3058856	App 02-NOV-2004 Reg 14-FEB-2006	U.S.
NOW YOU KNOW Now You Know	App 78719256 Reg 3320470	App 23-SEP-2005 Reg 23-OCT-2007	U.S.
PERFORMANCE SURVEYOR	App 85536048 Reg 4244845	App 07-FEB-2012 Reg 20-NOV-2012	U.S.
PURESHARE PureShare	App 78719248 Reg 3157560	App 23-SEP-2005 Reg 17-OCT-2006	U.S.
TEAMQUEST TEAMQUEST	App 86850501	App 16-DEC-2015	U.S.
TEAMQUEST 	App 74139019 Reg 1696879	App 14-FEB-1991 Reg 23-JUN-1992	U.S.
TEAMQUEST	App 74139373 Reg 1695270	App 14-FEB-1991 Reg 16-JUN-1992	U.S.
TEAMQUEST ALERT	App 77453805 Reg 3629820	App 21-APR-2008 Reg 02-JUN-2009	U.S.
TEAMQUEST	App 85530038	App 31-JAN-2012	U.S.

[Schedule I to Second Lien Trademark Release - TeamQuest]

Trademark	Serial Reg. No	Filing Reg. Date	Country
ANALYZER	Reg 4335920	Reg 14-MAY-2013	
TEAMQUEST BASELINE	App 74448276 Reg 1912329	App 18-OCT-1993 Reg 15-AUG-1995	U.S.
TEAMQUEST CMIS	App 85530051 Reg 4335921	App 31-JAN-2012 Reg 14-MAY-2013	U.S.
TEAMQUEST CMIS FOR STORAGE	App 85752631 Reg 4482199	App 12-OCT-2012 Reg 11-FEB-2014	U.S.
TEAMQUEST HARVEST	App 77474938 Reg 3685916	App 15-MAY-2008 Reg 22-SEP-2009	U.S.
TEAMQUEST IT SERVICE ANALYZER	App 78864971 Reg 3410801	App 19-APR-2006 Reg 08-APR-2008	U.S.
TEAMQUEST IT SERVICE REPORTER	App 78865017 Reg 3370667	App 19-APR-2006 Reg 15-JAN-2008	U.S.
TEAMQUEST MANAGER	App 77462696 Reg 3629884	App 01-MAY-2008 Reg 02-JUN-2009	U.S.
TEAMQUEST MODEL	App 74448277 Reg 1914133	App 18-OCT-1993 Reg 22-AUG-1995	U.S.
TEAMQUEST ONLINE	App 74448278 Reg 1914134	App 18-OCT-1993 Reg 22-AUG-1995	U.S.
TEAMQUEST PERFORMANCE INDICATOR	App 85752635 Reg 4682446	App 12-OCT-2012 Reg 03-FEB-2015	U.S.
TEAMQUEST PREDICTOR	App 85530057 Reg 4335922	App 31-JAN-2012 Reg 14-MAY-2013	U.S.
TEAMQUEST SURVEYOR	App 85530073 Reg 4415471	App 31-JAN-2012 Reg 08-OCT-2013	U.S.

[Schedule I to Second Lien Trademark Release - TeamQuest]

Trademark	Serial Reg. No	Filing Reg. Date	Country
TEAMQUEST VIEW	App 74667264 Reg 1994936	App 25-APR-1995 Reg 26-AUG-1996	U.S.
VITYL ADVISER	App 86850502	App 16-DEC-2015	U.S.
VITYL ANALYZER	App 86850506	App 16-DEC-2015	U.S.
VITYL DASHBOARD	App 86850507	App 16-DEC-2015	U.S.

[Schedule I to Second Lien Trademark Release - TeamQuest]

[[3706902]]

RECORDED: 03/30/2018

**TRADEMARK
REEL: 006304 FRAME: 0313**