

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467839

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN TRADEMARK SECURITY AGREEMENT
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Help/Systems, LLC		03/29/2018	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Jefferies Finance LLC
<b>Street Address:</b>	520 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Limited Liability Company: UNITED STATES

## PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
<b>Registration Number:</b>	4269136	
<b>Registration Number:</b>	3774010	NETWORK AUTOMATION
<b>Registration Number:</b>	3779990	AUTOMATE BPA SERVER
<b>Registration Number:</b>	3678769	A
<b>Registration Number:</b>	4960668	HELPSYSTEMS
<b>Registration Number:</b>	3611822	AUTOMATE
<b>Registration Number:</b>	4504395	DELIVERNOW
<b>Registration Number:</b>	4958100	HELPSYSTEMS
<b>Registration Number:</b>	2473027	INTERMAPPER
<b>Registration Number:</b>	2427143	MESSENGERCONSOLE
<b>Registration Number:</b>	2427144	MESSENGERPLUS
<b>Registration Number:</b>	3678770	NO CODE, NO LIMITS
<b>Registration Number:</b>	3685241	ORCHESTRATE, INTEGRATE, AUTOMATE
<b>Registration Number:</b>	4518313	POWERADMIN
<b>Registration Number:</b>	2421221	POWERTECH
<b>Registration Number:</b>	1628993	ROBOT
<b>Registration Number:</b>	1978335	ROBOT/ALERT
<b>Registration Number:</b>	2208887	ROBOT/CLIENT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1715358	ROBOT/CONSOLE
Registration Number:	1711417	ROBOT/NETWORK
Registration Number:	2222678	ROBOT/REPLAY
Registration Number:	1976839	ROBOT/REPORTS
Registration Number:	1642436	ROBOT/SAVE
Registration Number:	2450545	ROBOT/SCHEDULE
Registration Number:	3766523	ROBOT/SCHEDULE ENTERPRISE
Registration Number:	2534166	ROBOT/SPACE
Registration Number:	1978481	ROBOT/UPS
Registration Number:	2524762	SAFESTONE
Registration Number:	2853829	SHOWCASE
Registration Number:	4236601	SIGNHERE
Registration Number:	4179975	SKYBOT SCHEDULER
Registration Number:	4179974	SKYBOT SOFTWARE
Registration Number:	2709972	STANDGUARD
Registration Number:	5152933	WEBDOCS
Registration Number:	3058856	ACTIVEMETRICS
Registration Number:	1936123	DETECTIT
Registration Number:	5017281	GOANYWHERE
Registration Number:	5271848	HELPSYSTEMS INSITE
Registration Number:	3780617	LINOMA SOFTWARE
Registration Number:	3320470	NOW YOU KNOW
Registration Number:	4244845	PERFORMANCE SURVEYOR
Registration Number:	3157560	PURESHARE
Registration Number:	1695270	TEAMQUEST
Registration Number:	1696879	TEAMQUEST
Registration Number:	3629820	TEAMQUEST ALERT
Registration Number:	4335920	TEAMQUEST ANALYZER
Registration Number:	1912329	TEAMQUEST BASELINE
Registration Number:	4335921	TEAMQUEST CMIS
Registration Number:	4482199	TEAMQUEST CMIS FOR STORAGE
Registration Number:	3685016	TEAMQUEST HARVEST
Registration Number:	3410801	TEAMQUEST IT SERVICE ANALYZER
Registration Number:	3370667	TEAMQUEST IT SERVICE REPORTER
Registration Number:	3629884	TEAMQUEST MANAGER
Registration Number:	1914133	TEAMQUEST MODEL
Registration Number:	1914134	TEAMQUEST ONLINE
Registration Number:	4682446	TEAMQUEST PERFORMANCE INDICATOR

Property Type	Number	Word Mark
Registration Number:	4335922	TEAMQUEST PREDICTOR
Registration Number:	4415471	TEAMQUEST SURVEYOR
Registration Number:	1994936	TEAMQUEST VIEW
Registration Number:	5167664	VITYL ADVISER
Serial Number:	86850501	TEAMQUEST
Serial Number:	86850507	VITYL DASHBOARD

**CORRESPONDENCE DATA**

Fax Number: 8004947512  
*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: 202-370-4750  
Email: ipteam@cogencyglobal.com  
Correspondent Name: Melony Sot  
Address Line 1: 1025 Vermont Ave NW, Suite 1130  
Address Line 2: COGENCY GLOBAL INC.  
Address Line 4: Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F176273 Help System TM 2L
<b>NAME OF SUBMITTER:</b>	Alan Delaney
<b>SIGNATURE:</b>	/Alan Delaney/
<b>DATE SIGNED:</b>	03/30/2018

**Total Attachments: 8**  
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of March 29, 2018 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of March 29, 2018 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, HS Purchaser, LLC, a Delaware limited liability company (the "Initial Borrower"), Help/Systems Holdings, Inc., a Delaware corporation (the "Opco Borrower" and, together with the Initial Borrower and each Additional Borrower from time to time party thereto, collectively, the "Borrowers" and each individually, a "Borrower"), HS Intermediate, LLC, a Delaware limited liability company, certain subsidiaries and affiliates of the Borrowers from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated

therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Copyright Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Copyright Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

IN WITNESS WHEREOF, each Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**PLEDGORS:**

**HELP/SYSTEMS, LLC,**  
a Delaware limited liability company

By:   
Name: Christopher D. Heim  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement (Second Lien)]

Accepted and Agreed:

**JEFFERIES FINANCE LLC,**  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Brian Buoye  
Title: Managing Director





[Signature Page to Trademark Security Agreement (Second Lien)]

**TRADEMARK**  
**REEL: 006304 FRAME: 0331**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Trademark	Filing date	Owner of Record	Appl. No.	Reg. date	Reg. No.
	8/23/2011	Help/Systems, LLC d/b/a Skybot Software	85/404,847	1/1/2013	4,269,136
	9/12/2008	Help/Systems, LLC	77/569,211	4/13/2010	3,774,010
	9/19/2008	Help/Systems, LLC	77/574,165	4/27/2010	3,779,990
	9/12/2008	Help/Systems, LLC	77/569,238	9/8/2009	3,678,769
	1/16/2014	Help/Systems, LLC	86/167,709	5/17/2016	4,960,668
AUTOMATE	9/12/2008	Help/Systems, LLC	77/569,236	4/28/2009	3,611,822
DELIVERNOW	5/14/2013	Help/Systems, LLC	85/931,773	4/1/2014	4,504,395
HELPSYSTEMS	1/16/2014	Help/Systems, LLC	86/167,702	5/17/2016	4,958,100
INTERMAPPER	12/6/1999	Help/Systems, LLC	75/864,402	7/31/2001	2,473,027
MESSENGERCONSOLE	4/10/2000	Help/Systems, LLC	76/021,061	2/6/2001	2,427,143
MESSENGERPLUS	4/10/2000	Help/Systems, LLC	76/021,062	2/6/2001	2,427,144
NO CODE, NO LIMITS	9/12/2008	Help/Systems, LLC	77/569,243	9/8/2009	3,678,770
ORCHESTRATE, INTEGRATE, AUTOMATE	9/19/2008	Help/Systems, LLC	77/574,174	9/22/2009	3,685,241
POWERADMIN	4/17/2012	Help/Systems, LLC	85/600,096	4/22/2014	4,518,313
POWERTECH	1/3/2000	Help/Systems, LLC	75/883,972	1/16/2001	2,421,221




Trademark	Filing date	Owner of Record	Appl. No.	Reg. date	Reg. No.
ROBOT	1/10/1990	Help/Systems, LLC	74/017,725	12/25/1990	1,628,993
ROBOT/ALERT	6/22/1995	Help/Systems, LLC	74/692,046	6/4/1996	1,978,335
ROBOT/CLIENT	10/21/1997	Help/Systems, LLC	75/377,200	12/8/1998	2,208,887
ROBOT/CONSOLE	1/13/1992	Help/Systems, LLC	74/237,068	9/15/1992	1,715,358
ROBOT/NETWORK	11/22/1991	Help/Systems, LLC	74/224,058	9/1/1992	1,711,417
ROBOT/REPLAY	12/9/1997	Help/Systems, LLC	75/402,454	2/9/1999	2,222,678
ROBOT/REPORTS	7/19/1995	Help/Systems, LLC	74/703,386	5/28/1996	1,976,839
ROBOT/SAVE	1/10/1990	Help/Systems, LLC	74/017,791	4/23/1991	1,642,436
ROBOT/SCHEDULE	5/25/1999	Help/Systems, LLC	75/713,605	5/15/2001	2,450,545
ROBOT/SCHEDULE ENTERPRISE	6/9/2009	Help/Systems, LLC	77/755,686	3/30/2010	3,766,523
ROBOT/SPACE	3/21/2001	Help/Systems, LLC	76/229,137	1/29/2002	2,534,166
ROBOT/UPS	7/19/1995	Help/Systems, LLC	74/703,388	6/4/1996	1,978,481
SAFESTONE	11/2/2000	Help/Systems International Limited	76/158,639	1/1/2002	2,524,762
SHOWCASE	6/23/2003	Help/Systems, LLC	78/265,704	6/15/2004	2,853,829
SIGNHERE	2/1/2012	Help/Systems, LLC	85/531,246	11/6/2012	4,236,601
SKYBOT SCHEDULER	8/5/2010	Help/Systems, LLC d/b/a Skybot Software	85/100,738	7/24/2012	4,179,975
SKYBOT SOFTWARE	8/5/2010	Help/Systems, LLC d/b/a Skybot Software	85/100,736	7/24/2012	4,179,974
STANDGUARD	6/15/2001	Help/Systems, LLC	76/271,880	4/22/2003	2,709,972
WEBDOCS	11/01/2014	Help/Systems, LLC	86/442,068	2/28/2017	5,152,933
ACTIVEMETRICS	11/2/2004	TeamQuest Corporation	78509876	2/14/2006	3058856
DETECTIT	4/25/1994	Help/Systems, LLC d/b/a Skybot	74519418	11/14/1995	1936123

Trademark	Filing date	Owner of Record	Appl. No.	Reg. date	Reg. No.
		Software			
GOANYWHERE**	12/22/2015	Linoma Group, Inc.	86857589	8/9/2016	5017281
HELPSYSTEMS INSITE	11/4/2015	Help/Systems, LLC	86808976	8/22/2017	5271848
LINOMA SOFTWARE	8/31/2009	Linoma Group, Inc.	77816477	4/27/2010	3780617
NOW YOU KNOW	9/23/2005	TeamQuest Corporation	78719256	10/23/2007	3320470
PERFORMANCE SURVEYOR	2/7/2012	TeamQuest Corporation	85536048	11/20/2012	4244845
PURESHARE	9/23/2005	TeamQuest Corporation	78719248	10/17/2006	3157560
TEAMQUEST	2/14/1991	TeamQuest Corporation	74139373	6/16/1992	1695270
TEAMQUEST and Design 	2/14/1991	TeamQuest Corporation	74139019	6/23/1992	1696879
TEAMQUEST ALERT	4/21/2008	TeamQuest Corporation	77453805	6/2/2009	3629820
TEAMQUEST ANALYZER	1/31/2012	TeamQuest Corporation	85530038	5/14/2013	4335920
TEAMQUEST BASELINE	10/18/1993	TeamQuest Corporation	74448276	8/15/1995	1912329
TEAMQUEST CMIS	1/31/2012	TeamQuest Corporation	85530051	5/14/2013	4335921
TEAMQUEST CMIS FOR STORAGE	10/12/2012	TeamQuest Corporation	85752631	2/11/2014	4482199
TEAMQUEST HARVEST	5/15/2008	TeamQuest Corporation	77474938	9/22/2009	3685016
TEAMQUEST IT SERVICE ANALYZER	4/19/2006	TeamQuest Corporation	78864971	4/8/2008	3410801
TEAMQUEST IT SERVICE REPORTER	4/19/2006	TeamQuest Corporation	78865017	1/15/2008	3370667
TEAMQUEST MANAGER	5/1/2008	TeamQuest Corporation	77462696	6/2/2009	3629884
TEAMQUEST MODEL	10/18/1993	TeamQuest Corporation	74448277	8/22/1995	1914133
TEAMQUEST ONLINE	10/18/1993	TeamQuest Corporation	74448278	8/22/1995	1914134
TEAMQUEST PERFORMANCE INDICATOR	10/12/2012	TeamQuest Corporation	85752635	2/3/2015	4682446
TEAMQUEST PREDICTOR	1/31/2012	TeamQuest Corporation	85530057	5/14/2013	4335922
TEAMQUEST SURVEYOR	1/31/2012	TeamQuest Corporation	85530073	10/8/2013	4415471

Trademark	Filing date	Owner of Record	Appl. No.	Reg. date	Reg. No.
TEAMQUEST VIEW	4/25/1995	TeamQuest Corporation	74667264	8/20/1996	1994936
VITYL ADVISER	12/16/2015	TeamQuest Corporation	86850502	3/21/2017	5167664

United States Trademark Applications:

Trademark	Filing date	Owner of Record	Appl. No.
 TEAMQUEST in Stylized Letters	12/16/2015	TeamQuest Corporation	86850501
VITYL DASHBOARD	12/16/2015	TeamQuest Corporation	86850507