

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM464106

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Loftware, Inc.		03/02/2018	Corporation: MAINE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barings Finance LLC, as Administrative Agent		
<b>Street Address:</b>	300 S. Tryon Street, Suite 2500		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3720273	ENTERPRISE LABELING SOLUTIONS	
<b>Registration Number:</b>	3720274	ENTERPRISE LABELING SOLUTIONS	
<b>Registration Number:</b>	3761687		
<b>Registration Number:</b>	3726308		
<b>Registration Number:</b>	1797674	LLM	
<b>Registration Number:</b>	2112055	LLM-WIN	
<b>Registration Number:</b>	1514483	LOFTWARE	
<b>Registration Number:</b>	1827853	LOFTWARE	
<b>Registration Number:</b>	2970430	LOFTWARE CONNECTOR	
<b>Registration Number:</b>	3761685	LOFTWARE ENTERPRISE LABELING SOLUTIONS	
<b>Registration Number:</b>	3761686	LOFTWARE ENTERPRISE LABELING SOLUTIONS	
<b>Registration Number:</b>	3034534	LOFTWARE PRINT SERVER	
<b>Registration Number:</b>	4313792	LOFTWARE SPECTRUM	
<b>Registration Number:</b>	3710351	LOFTWARE WEB SERVICES	
<b>Registration Number:</b>	3710353	LOFTWARE WEB SERVICES	
<b>Registration Number:</b>	3883362	LOFTWARE WEBACCESS	
<b>Registration Number:</b>	3743686	LOFTWARE WEBACCESS	
<b>Registration Number:</b>	3297797	LPS	
<b>Registration Number:</b>	4032020	LWA	

OP \$565.00 3720273

Property Type	Number	Word Mark
Registration Number:	4395742	
Registration Number:	2309051	
Registration Number:	2325785	

**CORRESPONDENCE DATA**

**Fax Number:** 70444448857

*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:** 7043432104

**Email:** twitcher@mcguirewoods.com

**Correspondent Name:** Terry L. Witcher, Paralegal

**Address Line 1:** McGuireWoods LLP

**Address Line 2:** 201 N. Tryon Street, Suite 3000

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

<b>NAME OF SUBMITTER:</b>	Terry L. Witcher
<b>SIGNATURE:</b>	/s/ Terry L. Witcher
<b>DATE SIGNED:</b>	03/02/2018

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of March 2, 2018, is made by Loftware, Inc., a Maine corporation ("Grantor"), in favor of Barings Finance LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

WHEREAS, Grantor, Administrative Agent and the financial institutions party thereto (the "Lenders") are currently entering into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Grantor is currently entering into that certain Guaranty and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") with the Administrative Agent, for the benefit of the Lenders pursuant to which Grantor has granted to the Administrative Agent a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, and all products and proceeds thereof, to secure the payment of the Secured Obligations;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Administrative Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto but excluding any intent-to-use United States trademark applications or servicemark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office (provided that upon the submission and acceptance by the United States Patent and Trademark Office of an amendment to allege or a verified statement of use pursuant to 15 U.S.C. §1060, such intent-to-use trademark applications shall constitute Trademark Collateral); and all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and Trademark License; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection

with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

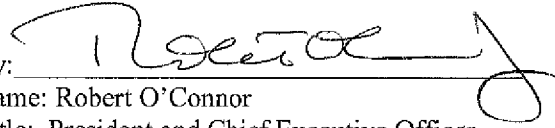
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

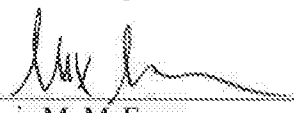
[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**LOFTWARE, INC.**, as Grantor

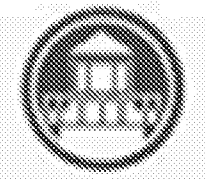
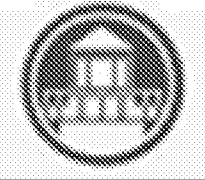


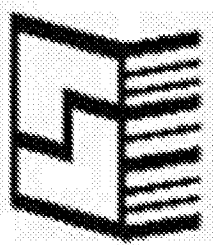
By:   
Name: Robert O'Connor  
Title: President and Chief Executive Officer

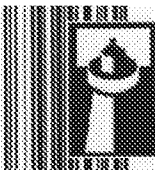

**BARINGS FINANCE LLC,**  
as Administrative Agent

By:   
Name: Louis M. McEwen  
Title: Managing Director

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications for Registration.

Trademark	Registration Date	U.S. Registration Number
ENTERPRISE LABELING SOLUTIONS	Dec. 01, 2009	3720273
ENTERPRISE LABELING SOLUTIONS	Dec. 01, 2009	3720274
	Mar. 16, 2010	3761687
	Dec. 15, 2009	3726308
LLM	Oct. 12, 1993	1797674
LLM-WIN	Nov. 11, 1997	2112055
SOFTWARE	Nov. 29, 1988	1514483
SOFTWARE	Mar. 22, 1994	1827853
SOFTWARE CONNECTOR	Jul. 19, 2005	2970430
	Mar. 16, 2010	3761685
	Mar. 16, 2010	3761686
SOFTWARE PRINTER SERVER	Dec. 27, 2005	3034534
SOFTWARE SPECTRUM	Apr. 02, 2013	4313792
SOFTWARE WEB SERVICES	Nov. 10, 2009	3710351
SOFTWARE WEB SERVICES	Nov. 10, 2009	3710353
SOFTWARE WEBACCESS	Nov. 30, 2010	3883362
SOFTWARE WEBACCESS	Feb. 02, 2010	3743686
LPS	Sep. 25, 2007	3297797
LWA	Sep. 27, 2011	4032020
	Sep. 03, 2013	4395742

	Jan. 18, 2000	2309051
	Mar. 07, 2000	2325785