

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467692

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST AT REEL/FRAME 5655/0369		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		03/29/2018	BANK: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HELP/SYSTEMS, LLC		
<b>Street Address:</b>	6455 City West Parkway		
<b>City:</b>	Eden Prairie		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55344		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 36</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1628993	ROBOT	
<b>Registration Number:</b>	1639348	ROBOT/CPA	
<b>Registration Number:</b>	1642436	ROBOT/SAVE	
<b>Registration Number:</b>	1711417	ROBOT/NETWORK	
<b>Registration Number:</b>	1715358	ROBOT/CONSOLE	
<b>Registration Number:</b>	1978335	ROBOT/ALERT	
<b>Registration Number:</b>	1976839	ROBOT/REPORTS	
<b>Registration Number:</b>	1978481	ROBOT/UPS	
<b>Registration Number:</b>	2208887	ROBOT/CLIENT	
<b>Registration Number:</b>	2222678	ROBOT/REPLAY	
<b>Registration Number:</b>	2450545	ROBOT/SCHEDULE	
<b>Registration Number:</b>	2473027	INTERMAPPER	
<b>Registration Number:</b>	2421221	POWERTECH	
<b>Registration Number:</b>	2427143	MESSENGERCONSOLE	
<b>Registration Number:</b>	2427144	MESSENGERPLUS	
<b>Registration Number:</b>	2534166	ROBOT/SPACE	
<b>Registration Number:</b>	2709972	STANDGUARD	
<b>Registration Number:</b>	3774010	NETWORK AUTOMATION	
<b>Registration Number:</b>	3611822	AUTOMATE	
<b>TRADEMARK</b>			

CH \$915.00 1628993

Property Type	Number	Word Mark
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
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

<b>ATTORNEY DOCKET NUMBER:</b>	22783-104
<b>NAME OF SUBMITTER:</b>	Susan Zablocki
<b>SIGNATURE:</b>	/susan zablocki/
<b>DATE SIGNED:</b>	03/29/2018

**Total Attachments: 5**

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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 "**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 5655/0369.

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.

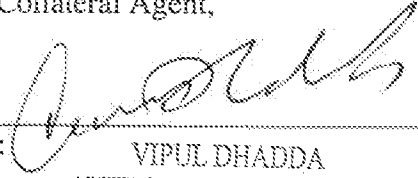
3. THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

*[Remainder of this page intentionally left blank]*

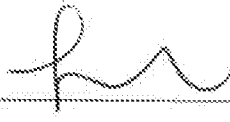
IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

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

by

  
Name: VIPUL DHADDA  
Title: AUTHORIZED SIGNATORY

by

  
Name: Joan Park  
Title: Authorized Signatory

*[Signature Page to Second Lien Trademark Release]*

[[37068096]]

**TRADEMARK**  
**REEL: 006305 FRAME: 0368**

## 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	5/23/2002	2704658	10/16/2003	2704658	Help/Systems, LLC
POWERTECH	EU	5/20/2002	2702660	9/22/2004	2702660	Help/Systems, LLC
ROBOT/ALERT	EU	11/22/2003	2943957	3/30/2005	2943957	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	5/10/2003	2151900	Help/Systems, LLC
ROBOT/SCHEDULE	EU	3/27/2001	2151738	9/30/2002	2151738	Help/Systems, LLC
ROBOT/SCHEDULE ENTERPRISE	EU	11/5/2009	8666513	5/24/2010	8666513	Help/Systems, LLC
SHOWCASE	Norway	6/13/1994	199403263	4/11/2000	202255	Help/Systems, LLC
SHOWCASE	Sweden	5/16/1997	199705030	6/16/2000	388468	Help/Systems, LLC
SHOWCASE	U.K.	6/9/1994	1574833	6/9/1994	1,574,833	Help/Systems, LLC
	U.S.	8/13/2011	85/404,847	1/1/2013	4,269,136	Help/Systems, LLC
	U.S.	9/12/2008	77/569,211	4/13/2010	3,774,010	Help/Systems, LLC
	U.S.	9/19/2008	77/974,165	4/27/2010	3,779,996	Help/Systems, LLC
	U.S.	9/12/2008	77/569,238	9/8/2009	3,678,769	Help/Systems, LLC
	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	85/931,773	4/1/2014	4,568,395	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
MESSENGERCONSOLE	U.S.	4/10/2000	76/021,061	2/6/2001	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	3,678,776	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.	4/17/2012	85/600,096	4/22/2014	4,510,313	Help/Systems, LLC
POWERTECH	U.S.	1/9/2000	75/883,972	1/16/2001	2,471,221	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	1,978,325	Help/Systems, LLC

[Schedule I to Second Lien Trademark Release]

Trademark	Country	Filing date	Appl. No.	Reg. date	Reg. No.	Owner
ROBOT/CLIENT	U.S.	10/21/1997	75/577,200	12/8/1998	2,202,887	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	5/1/2006	3,087,239	Help Systems, LLC
ROBOT/NETWORK	U.S.	11/22/1991	74/224,058	9/1/1992	1,711,417	Help Systems, LLC
ROBOT/REPLAY	U.S.	12/9/1997	75/462,454	2/9/1999	2,222,678	Help Systems, LLC
ROBOT/REPORTS	U.S.	7/15/1995	74/703,388	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.	3/31/2001	76/229,137	1/29/2002	2,534,166	Help Systems, LLC
ROBOT/SFS	U.S.	7/19/1995	74/703,388	6/6/1996	1,976,481	Help Systems, LLC
SEQUEL VIEWPOINT	U.S.	12/2/2008	77/825,032	1/26/2010	3,741,750	Help Systems, LLC
SHOWCASE	U.S.	6/23/2003	78/265,704	8/15/2004	2,853,829	Help Systems, LLC
SIGNHERE	U.S.	2/1/2012	85/531,246	11/6/2012	4,236,601	Help Systems, LLC
SKYBOT SCHEDULER	U.S.	8/5/2010	85/100,738	7/24/2012	4,179,979	Help Systems, LLC
SKYBOT SOFTWARE	U.S.	8/5/2010	85/100,738	7/24/2012	4,179,974	Help Systems, LLC
SMART AP	U.S.	8/2/2013	86/027,642			Help Systems, LLC
STANDGUARD	U.S.	6/15/2001	76/271,889	4/22/2003	2,708,972	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	86/187,702	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 Second Lien Trademark Release]

[[3706896]]

RECORDED: 03/29/2018

TRADEMARK  
REEL: 006305 FRAME: 0370