TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472086

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Happy Software, LLC		04/30/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Golub Capital Markets LLC, as Administrative Agent and Collateral Agent
Street Address:	150 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3027708	TENANTCHECK
Registration Number:	2834551	HAPPY
Registration Number:	4500738	HAPPY SOFTWARE
Registration Number:	2825217	FSS PRO
Registration Number:	4345866	ASSISTANCECHECK
Registration Number:	4493997	HAPCHECK
Registration Number:	4494004	WAITLISTCHECK
Registration Number:	4737866	REHAB PRO DIRECT
Registration Number:	4737924	REHAB PRO DIRECT

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-267

CH $240.00   3027708

NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	05/01/2018

Total Attachments: 5
source=MRI Happy Software - Supplement No.2 to TSA#page1.tif
source=MRI Happy Software - Supplement No.2 to TSA#page2.tif
source=MRI Happy Software - Supplement No.2 to TSA#page3.tif
source=MRI Happy Software - Supplement No.2 to TSA#page4.tif
source=MRI Happy Software - Supplement No.2 to TSA#page5.tif

SUPPLEMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT

This Supplement No. 2 to Trademark Security Agreement dated as of April 30, 2018 (this "Trademark Security Agreement"), is made by the Pledgor that is a signatory hereto, in favor of Golub Capital Markets LLC, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among MRI Software LLC, a Delaware limited liability company (the "Borrower"), MRI Intermediate Holdings II LLC, a Delaware limited liability company ("Holdings"), the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is 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, the 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. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;

(b) all Goodwill associated with such Trademarks; and

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

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 Pledgor hereby acknowledges and affirms 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

1

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. Termination. Upon the Termination of the Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by the Pledgor, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.
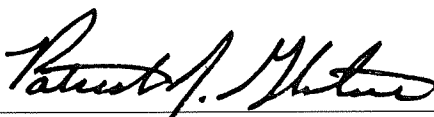
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed 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 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned hereto has caused this Perfection Certificate to be executed as of the date hereof by its officer thereunto duly authorized.

HAPPY SOFTWARE, LLC,
as Guarantor

By: _____

Name: Patrick J. Ghilani
Title: President

Perfection Certificate

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By: _____

Name: Robert G. Tuchscherer

Title: Managing Director

SCHEDULE 1

to

SUPPLEMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Trade Names/Marks	Registration
TENANTCHECK IC45: Providing an electronic database for use in background screening and investigation of prospective tenants, featuring financial records and criminal activity.	Registered Service Mark Reg. No.: 3,027,708 Reg. Date: 12/13/2005 First Use: 6/1/1997 First Use in Commerce: 1/29/1999
HAPPY (stylized design mark) IC 09: computer software for use in administering federally subsidized housing programs	Registered Trademark Reg. No.: 2,834,551 Reg. Date: 04/20/2004
HAPPY SOFTWARE (stylized design mark) IC: 9 computer software for use in administering federally subsidized housing programs	Registered Trademark Reg. No.: 4,500,738 Reg. Date: 03/25/2014 HAPPY SOFTWARE
FSS PRO IC 09: computer software for use in administering family self sufficiency programs for recipients of federally subsidized housing	Registered Trademark Reg. No.: 2,825,217 Reg. Date: 03/23/2004
Mark: **AssistanceCheck** IC: 35 online portal for housing authorities	Registered Service Mark Reg. No.: 4,345,866 Reg. Date: 06/4/2013
HAPCHECK IC: 42 online payment system producing payment statements available online	Registered Service Mark Reg. No.: 4,493,997 Reg. Date: 03/11/2014
WAITLISTCHECK IC: 42 online housing application management system	Registered Service Mark Reg. No.: 4,494,004 Reg. Date: 03/11/2014
REHAB PRO DIRECT IC: 42 non-downloadable business management software for government funded entities managing residential rehabilitation programs (abbreviated)	Registered Service Mark Registration No.: 4,737,866 Registration Date: 05/19/2015
REHAB PRO DIRECT, design IC: 42 non-downloadable business management software for government funded entities managing residential rehabilitation programs (abbreviated)	Registered Service Mark Registration No.: 4,737,924 Registration Date: 05/19/2015 RehabPro DIRECT