

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Grant of Security Interest in Trademark		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metro Technology Services, Inc.		06/22/2018	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2083234	ALERT	
Registration Number:	4625542	METROALERT	
Registration Number:	4888680	METROALERT	
Registration Number:	4574382	METRO TECHNOLOGY SERVICES, INC.	
Registration Number:	4428899	A	
Registration Number:	4497133	VISUALALERT	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>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.</i>			
Phone:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	057121-0307		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	07/05/2018		

OP \$165.00 2083234

Total Attachments: 6

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**SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK**

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of June 22, 2018 (this "Agreement"), is made by each of the parties listed on the signature pages hereto as a Grantor (each, a "Grantor"), in favor of Antares Capital LP, as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of June 22, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among BCPE BURGUNDY HOLDINGS, INC., a Delaware corporation ("Holdings"), BCPE BURGUNDY MERGER SUB, INC., a Delaware corporation ("Merger Sub" or the "Initial Borrower"), PALERMO TT HOLDINGS, INC., a Delaware corporation (the "Company", following the merger with Merger Sub, as successor to Merger Sub by operation of law, and following the Acquisition, the "Effective Date Borrower" and together with the Initial Borrower, each individually, and collectively referred to herein as the context may require, as the "Borrower"), the Lenders from time to time party thereto, Antares Capital LP, as the Administrative Agent and the Collateral Agent and Antares Holdings LP, as a Lender, the Lenders have severally agreed to make their respective loans to Holdings, the Borrower and the Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and any Subsidiaries of the Borrower that are or become a party thereto as Grantors, have executed and delivered the Second Lien Security Agreement, dated as of June 22, 2018 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Patents, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans to the Borrower, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under the following now owned or at any time hereafter acquired by the Grantor, or in which the Grantor now has or at any time in the future may acquire any right, title or interest, in each case, that are not Excluded Property (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(i) all trademarks, service marks, trade names, brand names, domain names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof (if any), and all registrations and applications filed in connection therewith, including registrations and applications with the United States Patent and Trademark Office, including those U.S. registered trademarks and

applications owned by the IP Grantor and listed on Schedule A hereto, and all extensions or renewals thereof, and (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights to sue at law or in equity for any past, present, and future infringement, dilution, or other impairment or violation thereof, including the right to receive all Proceeds (as defined in the Security Agreement) therefrom, and (iv) all other rights, priorities and privileges related thereto ("Trademarks"); provided that, applications filed in the United States Patent and Trademark Office to register Trademarks on the basis of Grantor's "intent to use" such Trademarks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed by the United States Patent and Trademark Office, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such "intent to use" Trademark application or any registration issuing therefrom under federal law.

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.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademarks of such Grantor under this Second Lien Grant of Security Interest in Trademarks.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the 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 Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

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

TRITECH SOFTWARE SYSTEMS;
METRO TECHNOLOGY SERVICES, INC.;
TIBURON, INC.; and
ADMIT COMPUTER SERVICES, INC.,
each as a Grantor

By: 
Name: Blake Clark
Title: Chief Financial Officer

[Second Lien Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006372 FRAME: 0451

ANTARES CAPITAL LP,
as the Collateral Agent



By: _____

Name: Phillip P. Smith

Title: Duly Authorized Signatory

[Second Lien Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006372 FRAME: 0452

SCHEDULE A

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

TriTech Software Systems

Mark	Registration Number	Registration Date
CRIMEVIEW	3,267,515	July 24, 2007
NEARME	4,363,113	July 9, 2013
VISIONAIR	2,479,984	August 21, 2001
PUBLIC SAFETY SUITE	2,466,751	July 3, 2001
TRITECH SOFTWARE THAT SAVES LIVES	3,285,635	August 28, 2007
TRITECH	3,285,634	August 28, 2007


Metro Technology Services, Inc.


Mark	Registration Number	Registration Date
ALERT	2,083,234	July 29, 1997
METROALERT	4,625,542	October 21, 2014
METROALERT	4,888,680	January 19, 2016
METRO TECHNOLOGY SERVICES, INC.	4,574,382	July 29, 2014
A (drawing)	4,428,899	November 5, 2013
VISUALALERT	4,497,133	March 18, 2014

Admit Computer Services, Inc.

Mark	Registration Number	Registration Date
IMPACT Logo	1,775,734	June 8, 1993

Tiburon, Inc.

Mark	Registration Number	Registration Date
DISPATCHNOW	4,187,361	August 7, 2012
DISPATCHNOW	4,152,537	June 5, 2012
TIBURON	2,039,860	February 25, 1997
Design Only 	1,988,496	July 23, 1996

Mark	Registration Number	Registration Date
Design Only 	1,999,513	September 10, 1996
TIBURON	2,080,645	July 22, 1997