

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		10/26/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	APTEAN, INC.		
Street Address:	4325 Alexander Drive, Suite 100		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	Corporation: DELAWARE		
Name:	APTEAN CANADA CORPORATION		
Street Address:	155 Wellington Street West		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5V3J7		
Entity Type:	Corporation: CANADA		
Name:	APTEAN SAPPHIRE, LLC		
Street Address:	401 Congress Avenue		
Internal Address:	Suite 2650		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	APTEAN SYSTEMS, LLC		
Street Address:	4325 Alexander Drive		
Internal Address:	Suite 100		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	COMPUTRON SOFTWARE, LLC		

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Street Address:	4325 Alexander Drive, Suite 100
Internal Address:	c/o Aptean, Inc.
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30022
Entity Type:	Limited Liability Company: DELAWARE
Name:	CORETRAC, INC.
Street Address:	4325 Alexander Drive, Suite 100
Internal Address:	c/o Aptean, Inc.
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30022
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	5099019	CORETRAC
Registration Number:	5049530	RESOURCEONE
Registration Number:	1937229	COMPUTRON
Registration Number:	5117299	PIVOTAL
Registration Number:	2929050	DNA
Registration Number:	3089828	GOMEMBERS
Registration Number:	3102180	KNOVA
Registration Number:	2632057	MARKETFIRST
Registration Number:	3164713	MEETINGTRAK
Registration Number:	3068291	MEMBERTRAK
Registration Number:	1983432	ONYX
Registration Number:	4407890	RESOLUTIONIZING THE CUSTOMER SUPPORT EXP
Registration Number:	2303097	SERVICWARE
Registration Number:	2333486	SUPPLYWORKS
Registration Number:	2729784	SUPPORTSOFT
Registration Number:	2799210	SUPPORTSOFT
Registration Number:	2783201	SUPPORTSOFT
Registration Number:	3242173	VERDIEM
Registration Number:	4189188	VISION

CORRESPONDENCE DATA

Fax Number: 2124796275

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.

TRADEMARK

REEL: 006525 FRAME: 0919

Phone: 2124796436
Email: mnair@cooley.com
Correspondent Name: Cooley LLP
Address Line 1: 1114 Avenue of the Americas
Address Line 2: Mihaela Nair
Address Line 4: New York, NEW YORK 10036-7798

ATTORNEY DOCKET NUMBER: 329531-130

NAME OF SUBMITTER: Mihaela Nair

SIGNATURE: /Mihaela Nair/

DATE SIGNED: 10/30/2018

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of October 26, 2018 (the “Effective Date”), is made by Morgan Stanley Senior Funding, Inc., in its capacity as Collateral Agent (the “Collateral Agent”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of December 20, 2016, by and among the Collateral Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a First Lien Trademark Security Agreement, dated as of December 20, 2016 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 21, 2016 at Reel/Frame 5958/0619;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release of Specified Collateral. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth in Schedule I attached hereto, together with all goodwill associated therewith (the “Released Trademark Collateral”), arising under the Security Agreement and the Trademark Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.


3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Collateral Agent’s security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantors and their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**MORGAN STANLEY SENIOR FUNDING,
INC., acting in its capacity as Collateral Agent
for the Secured Parties**

By:  _____

Name: Lisa Hanson

Title: Vice President

GRANTORS:

**APTEAN, INC.
APTEAN CANADA CORPORATION
APTEAN SAPPHIRE, LLC
APTEAN SYSTEMS, LLC
COMPUTRON SOFTWARE, LLC
CORETRAC, INC.**

[Signature Page to Trademark Partial Release (First Lien)]

**TRADEMARK
REEL: 006525 FRAME: 0923**

SCHEDULE I**TRADEMARK REGISTRATIONS**

MARK	COUNTRY	REG. NO.	STATUS	OWNER
CORETRAC	United States	5099019	Registered	Coretrac, Inc.
RESOURCEONE	United States	5049530	Registered	Coretrac, Inc.
COMPUTRON	United States	1937229	Registered	Computron Software, LLC
PIVOTAL	United States	5117299	Registered	Aptean Canada Corporation
DNA	United States	2929050	Registered	Aptean, Inc.
GOMEMBERS	United States	3089828	Registered	Aptean, Inc.
KNOVA	United States	3102180	Registered	Aptean, Inc.
MARKETFIRST	United States	2632057	Registered	Aptean, Inc.
MEETINGTRAK	United States	3164713	Registered	Aptean, Inc.
MEMBERTRAK	United States	3068291	Registered	Aptean, Inc.
ONYX	United States	1983432	Registered	Aptean, Inc.
RESOLUTIONIZING THE CUSTOMER SUPPORT EXPERIENCE	United States	4407890	Registered	Aptean, Inc.
SERVICEWARE	United States	2303097	Registered	Aptean, Inc.
SUPPLYWORKS	United States	2333486	Registered	Aptean, Inc.
SUPPORTSOFT	United States	2729784	Registered	Aptean, Inc.
SUPPORTSOFT	United States	2799210	Registered	Aptean, Inc.
SUPPORTSOFT	United States	2783201	Registered	Aptean, Inc.
VERDIEM	United States	3242173	Registered	Aptean Systems, LLC
VISION and Design	United States	4189188	Registered	Aptean Systems, LLC