

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503528

<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>
Palisade Company, LLC		11/15/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Abacus Finance Group, LLC, as Agent		
<b>Street Address:</b>	335 Madison Avenue 23rd Floor		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4705227	BIGPICTURE	
<b>Registration Number:</b>	4479926	@RISK	
<b>Registration Number:</b>	4364229	RISKOPTIMIZER	
<b>Registration Number:</b>	4361052	NEURALTOOLS	
<b>Registration Number:</b>	4361055	STATTOOLS	
<b>Registration Number:</b>	4153420	PALISADES	
<b>Registration Number:</b>	3710923	DECISIONTOOLS	
<b>Registration Number:</b>	3073494	PALISADE	
<b>Registration Number:</b>	3057627	PALISADE	
<b>Registration Number:</b>	2574152	RISKACCELERATOR	
<b>Registration Number:</b>	2070798	PRECISIONTREE	
<b>Registration Number:</b>	1865649	TOPRANK	
<b>Registration Number:</b>	1826213	BESTFIT	
<b>Serial Number:</b>	88023448	EVOLVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

OP \$365.00 4705227

**Phone:** 6174821776  
**Email:** SMORDAS@GOULSTONSTORRS.COM  
**Correspondent Name:** Stacey Mordas  
**Address Line 1:** 400 Atlantic Avenue  
**Address Line 4:** Boston, MASSACHUSETTS 02110

**NAME OF SUBMITTER:** Stacey A. Mordas

**SIGNATURE:** /s/ Stacey A. Mordas

**DATE SIGNED:** 12/27/2018

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated as of November 15, 2018, is made by PALISADE COMPANY, LLC, a Delaware limited liability company ("Grantor"), in favor of ABACUS FINANCE GROUP, LLC, as Agent for the Secured Parties (as defined in the Collateral Agreement referenced below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among Grantor, Palisade Group Holdings, Inc., a Delaware corporation, Agent and the Lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Secured Parties have severally agreed to extend credit to Grantor, as a Borrower under the Credit Agreement;

WHEREAS, the Secured Parties are willing to extend credit under the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the ratable benefit of the Secured Parties, that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of the Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or, if not otherwise defined in the Collateral Agreement, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby pledges, assigns and grants to Agent, on behalf of and for the ratable benefit of the Secured Parties, and their respective permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all extensions and renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further, that "Trademark Collateral" shall include any Proceeds of any such "intent to use" trademark applications;

(e) any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of the Secured Parties, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Agent and Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be 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.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Guarantee and Collateral Agreement pursuant to Section 8.17 thereof, upon written request of the Grantor, and at the expense of the Grantor, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Administrative Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

[signature pages follow]

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

PALISADE COMPANY, LLC

By: 

Name: Stefan Sigurdson

Title: Treasurer

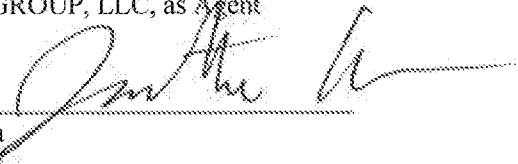
ACCEPTED AND ACKNOWLEDGED BY:

ABACUS FINANCE GROUP, LLC, as Agent

By: \_\_\_\_\_

Name: Jonathan Choa

Title: Vice President



A handwritten signature in black ink, appearing to read 'Jonathan Choa', is written over a horizontal dotted line. The signature is fluid and cursive.

[Signature Page to Trademark Security Agreement (Abacus/Palisade 2018)]

**TRADEMARK**  
**REEL: 006563 FRAME: 0158**

**SCHEDULE 1**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Grantor</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Palisade Corporation	BIGPICTURE	4705227	3/17/2015
Palisade Corporation	@RISK	4479926	2/11/2014
Palisade Corporation	RISKOPTIMIZER	4364229	7/9/2013
Palisade Corporation	NEURALTOOLS	4361052	7/2/2013
Palisade Corporation	STATTOOLS	4361055	7/2/2013
Palisade Corporation	PALISADES	4153420	6/5/2012
Palisade Corporation	DECISIONTOOLS	3710923	11/17/2009
Palisade Corporation	PALISADE 	3073494	3/28/2006
Palisade Corporation	PALISADE	3057627	2/7/2006
Palisade Corporation	@RISKACCELERATOR	2574152	5/28/2002
Palisade Corporation	PRECISIONTREE	2070798	6/10/1997
Palisade Corporation	TOPRANK	1865649	12/6/1994
Palisade Corporation	BESTFIT	1826213	3/15/1994
Palisade Corporation	PALISADE Palisade	2158477 (UK)	3/5/1999
Palisade Corporation	@RISK	11858024 (EU)	10/23/2013
Palisade Corporation	DECISIONTOOLS	911321 (EU)	12/23/1999
Palisade Corporation	PALISADE	911479 (EU)	2/14/2000
Palisade Corporation	pu li si de 	12707873 (China)	10/21/2014
Palisade Corporation	PALISADE	12707875 (China)	10/21/2014
Palisade Corporation	@RISK	12707874 (China)	8/28/2015

**TRADEMARK APPLICATIONS**

<b>Grantor</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>
Palisade Corporation	EVOLVER	88023448	7/2/2018
Palisade Corporation	DECISIONTOOLS	12707872 (China)	6/5/2013