

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514503

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SD Intermediate Inc.		03/15/2019	Corporation: DELAWARE
SIRSI Corporation		03/15/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	AB Private Credit Investors LLC
Street Address:	500 West 5th Street, Suite 1100
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3897535	
Registration Number:	3959671	
Registration Number:	4384898	BLUE CLOUD
Registration Number:	4447936	BOOKMYNE
Registration Number:	3251102	CONNECTING PEOPLE TO KNOWLEDGE
Registration Number:	3669141	DIRECTORS STATION
Registration Number:	2991027	EOS.WEB
Registration Number:	4508774	EOS.WEB DIGITAL
Registration Number:	4471668	ERESOURCE CENTRAL
Registration Number:	3922649	HORIZON
Registration Number:	4557185	MOBILECIRC
Registration Number:	1451821	MULTILIS
Registration Number:	3897499	POCKET CIRC
Registration Number:	3142215	SIRSIDYNIX
Registration Number:	3669139	SIRSIDYNIX ENTERPRISE
Registration Number:	3669140	SIRSIDYNIX STAFFWEB
Registration Number:	3558677	SIRSIDYNIX SYMPHONY
Registration Number:	3832406	SYMPHONY

CH \$590.00 3897535

Property Type	Number	Word Mark
Registration Number:	3897498	TOMORROW'S LIBRARIES. TODAY.
Registration Number:	2418930	UNICORN
Registration Number:	2850738	VRLPLUS
Registration Number:	2117373	WEBCAT
Registration Number:	3669369	SMARTSOURCE

CORRESPONDENCE DATA

Fax Number: 7146686355
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: (714)668-6255
Email: sunnyelee@paulhastings.com
Correspondent Name: Sunny E. Lee
Address Line 1: 695 Town Center Drive, 17th Floor
Address Line 2: PAUL HASTINGS LLP
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	92225-00132 Bell/Pesavent
NAME OF SUBMITTER:	Sunny E. Lee
SIGNATURE:	/s/ Sunny E. Lee
DATE SIGNED:	03/15/2019

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 15th day of March, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”) and AB PRIVATE CREDIT INVESTORS LLC, a Delaware limited liability company (“AB-PCI”), in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 15, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among SD INTERMEDIATE INC., a Delaware corporation (“Parent”), SIRSI CORPORATION, a Delaware corporation (“Borrower”), the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, a “Lender” and, collectively, the “Lenders”), AB-PCI, as lead arranger, MIDCAP FINANCIAL TRUST, as syndication agent (in such capacity, together with its successors and assigns in such capacity, the “Syndication Agent”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of March 15, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following included in the Collateral, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks including those registered Trademarks and applications for registration of Trademarks referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including the right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, "Trademark Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would impair the validity, registrability, or enforceability of such intent-to-use trademark applications under applicable federal law or any trademark registration that issues therefrom; provided, that upon submission and acceptance by the United States Patent and Trademark Office of a statement of use or an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original,

and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

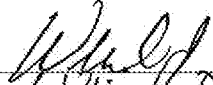
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow]

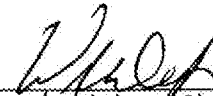
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

SD INTERMEDIATE INC.

By: 
Name: William Danson Jr.
Title: VP

SIRSI CORPORATION

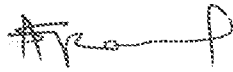
By: 
Name: William Danson Jr.
Title: President

{Signature Page to Trademark Security Agreement}

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

AB PRIVATE CREDIT INVESTORS LLC,
a Delaware limited liability company

By: 
Name: Shishir Agrawal
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Sirsi Corporation	Argentina	Sirsidyix Symphony	2314526	9/18/2009
Sirsi Corporation	Argentina	Unicorn	2418776	3/21/2000
Sirsi Corporation	Australia	BOOKMYNE	1574850	7/9/2013
Sirsi Corporation	Australia	MOBILECIRC	1573471	7/9/2013
Sirsi Corporation	Australia	SIRSIDYNIX ENTERPRISE	1291266	2/25/2009
Sirsi Corporation	Australia	SIRSIDYNIX STAFFWEB	1291267	2/25/2009
Sirsi Corporation	Australia	SIRSIDYNIX SYMPHONY	1282575	9/17/2008
Sirsi Corporation	Australia		1074367	9/8/2005
Sirsi Corporation	Bahrain	Sirsidynix Symphony	989651	9/17/2008
Sirsi Corporation	Canada	DIRECTORS STATION	TMA782759	11/18/2010
Sirsi Corporation	Canada	Horizon	TMA782764	11/18/2010
Sirsi Corporation	Canada	SIRSIDYNIX ENTERPRISE	TMA784577	12/8/2010
Sirsi Corporation	Canada	SIRSIDYNIX STAFFWEB	TMA784578	12/8/2010
Sirsi Corporation	Canada	Sirsidynix Symphony	TMA758782	2/4/2010
Sirsi Corporation	Chile	Sirsidyix Symphony	849911	5/19/2009
Sirsi Corporation	Chile	Unicorn	848.119	12/3/1998
Sirsi Corporation	China	BOOKMYNE	G1171486	7/9/2013
Sirsi Corporation	China	DIRECTORS STATION	G995464	2/25/2009
Sirsi Corporation	China	MOBILECIRC	G1170376	7/9/2013
Sirsi Corporation	China	SIRSIDYNIX ENTERPRISE	G995224	2/25/2009
Sirsi Corporation	China	SIRSIDYNIX STAFFWEB	G995225	2/25/2009
Sirsi Corporation	China	Sirsidynix Symphony	G989651	9/17/2008
Sirsi Corporation	China	SMARTSOURCE	G998941	2/27/2009
Sirsi Corporation	China	IBISTRO	G995466	2/27/2009
Sirsi Corporation	China	POCKETCIRC	G995246	2/25/2009
Sirsi Corporation	Colombia	Sirsidyix Symphony	375718	3/31/2009
Sirsi Corporation	Colombia	Unicorn	215051	12/29/1998
Sirsi Corporation	Egypt	SIRSIDYNIX SYMPHONY	221929	9/25/2011
Sirsi Corporation	European Community	SIRSIDYNIX	4691945	12/7/2006

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Sirsi Corporation	European Community	SIRSIDYNIX SYMPHONY	989651	9/17/2008
Sirsi Corporation	European Community	SMARTSOURCE	998941	2/27/2009
Sirsi Corporation	European Community	Unicorn	490128	10/22/1999
Dynix Corporation (acquired by Sirsi Corporation from Dynix Corporation)	European Community		3008885	6/4/2008
Sirsi Corporation	European Community		1783067	10/15/2001
Sirsi Corporation	Hong Kong	DIRECTORS STATION	301295055	2/27/2009
Sirsi Corporation	Hong Kong	Horizon	301352709	5/29/2009
Sirsi Corporation	Hong Kong	IBISTRO	301303749	3/13/2009
Sirsi Corporation	Hong Kong	POCKETCIRC	301295037	2/27/2009
Dynix Corporation (acquired by Sirsi Corporation from Dynix Corporation)	Hong Kong		19987051	11/5/1988
Dynix Corporation (acquired by Sirsi Corporation from Dynix Corporation)	Hong Kong		19910557	12/27/1989
Sirsi Corporation	Hong Kong		300507645	10/7/2005
Dynix Corporation (acquired by Sirsi Corporation from Dynix Corporation)	Ireland	Dynix	136321	9/13/1989
Dynix Corporation (acquired by Sirsi Corporation from Dynix Corporation)	Ireland	Dynix	136320	9/13/1989
Sirsi Corporation	Israel	SIRSIDYNIX SYMPHONY	216097	6/3/2010
Sirsi Corporation	Japan	SIRSIDYNIX SYMPHONY	989651	9/17/2008
Sirsi Corporation	Jordan	Sirsidyix Symphony	104772	9/8/2009
Sirsi Corporation	Kuwait	Sirsidyix Symphony	93433	4/3/2011
Sirsi Corporation	Madrid Protocol	BOOKMYNE	1171486	7/9/2013
Sirsi Corporation	Madrid Protocol	MOBILECIRC	1170376	7/9/2013
Sirsi Corporation	Madrid Protocol	Sirsidyix Symphony	989651	9/17/2008
Sirsi Corporation	Mexico	Sirsidyix Symphony	1072444	11/14/2008
Sirsi Corporation	Mexico	Unicorn	619844	8/27/1999
Sirsi Corporation	New Zealand	BOOKMYNE	982930	7/9/2013
Dynix Corporation (acquired by Sirsi Corporation from Dynix Corporation)	New Zealand	Dynix	188522	8/26/1993
Dynix Corporation (acquired by Sirsi Corporation from Dynix Corporation)	New Zealand	Dynix	189675	8/26/1993

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Sirsi Corporation	New Zealand	HORIZON	803897	7/8/2010
Sirsi Corporation	New Zealand	MOBILECIRC	982473	7/9/2013
Sirsi Corporation	New Zealand	POCKETCIRC	803899	4/30/2009
Sirsi Corporation	New Zealand	Sirsidyix Symphony	796231	3/19/2009
Sirsi Corporation	New Zealand	SIRSIDYNIX ENTERPRISE	803898	9/24/2009
Sirsi Corporation	New Zealand	SIRSIDYNIX STAFFWEB	803901	9/24/2009
Sirsi Corporation	New Zealand		736467	5/11/2006
Sirsi Corporation	Peru	SirSiDynix Symphony	P00153990	6/18/2009
Sirsi Corporation	Republic of Korea	Sirsidyix Symphony	40-805384	11/4/2009
Sirsi Corporation	Saudi Arabia	SIRSIDYNIX SYMPHONY	1105/49	11/8/2009
Sirsi Corporation	Singapore	SIRSIDYNIX SYMPHONY	T0901032A	9/17/2008
Sirsi Corporation	Singapore		T05/19637D	10/7/2005
Sirsi Corporation	Taiwan	Horizon	1404250	4/1/2010
Sirsi Corporation	Taiwan	SIRSIDYNIX ENTERPRISE	1404251	4/1/2010
Sirsi Corporation	Taiwan	Sirsidyix Symphony	1360101	5/1/2009
Sirsi Corporation	Taiwan		1236200	11/16/2006
Sirsi Corporation	United Kingdom	BOOKMYNE	1171486	7/9/2013
Dynix Corporation (acquired by Sirsi Corporation from Dynix Corporation)	United Kingdom	Dynix	1225784	3/5/1984
Sirsi Corporation	United Kingdom	MOBILECIRC	1170376	7/9/2013
Sirsi Corporation	United States of America		3897535	12/28/2010
Sirsi Corporation	United States of America		3959671	5/10/2011
Sirsi Corporation	United States of America	BLUE CLOUD	4384898	8/13/2013
Sirsi Corporation	United States of America	BOOKMYNE	4447936	12/10/2013
SIRSIDYNIX EOS, LLC	United States of America	Connecting People to Knowledge	3251102	6/12/2007
Sirsi Corporation	United States of America	DIRECTORS STATION	3669141	8/18/2009
SIRSIDYNIX EOS, LLC	United States of America	EOS.Web	2991027	9/6/2005
EOS International	United States of	EOS.WEB	4508774	4/8/2014

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(acquired by Sirsi Corporation from EOS International)	America	DIGITAL		
Sirsi Corporation	United States of America	ERESOURCE CENTRAL	4471668	1/21/2014
Sirsi Corporation	United States of America	HORIZON	3922649	2/22/2011
Sirsi Corporation	United States of America	MOBILECIRC	4557185	6/24/2014
Data Research Associates (acquired by Sirsi Corporation from Data Research Associates, Inc.)	United States of America	Multilis	1451821	8/11/1987
Sirsi Corporation	United States of America	POCKET CIRC	3897499	12/28/2010
Sirsi Corporation	United States of America	SIRSIDYNIX	3142215	9/12/2006
Sirsi Corporation	United States of America	SIRSIDYNIX ENTERPRISE	3669139	8/18/2009
Sirsi Corporation	United States of America	SIRSIDYNIX STAFFWEB	3669140	8/18/2009
Sirsi Corporation	United States of America	SIRSIDYNIX SYMPHONY	3558677	1/6/2009
Sirsi Corporation	United States of America	Symphony	3832406	8/10/2010
Sirsi Corporation	United States of America	TOMORROW'S LIBRARIES. TODAY.	3897498	12/28/2010
Sirsi Corporation	United States of America	Unicorn	2418930	1/9/2001
Docutek Information Systems, Inc. (acquired by Sirsi Corporation from Docutek Information Systems, Inc.)	United States of America	VRLPLUS	2850738	6/8/2004
Sirsi Corporation	United States of America	WebCat	2117373	12/2/1997
Sirsi Corporation	Venezuela	Unicorn	P209452	1/8/1999
Sirsi Corporation	Canada	BOOKMYNE	1639207	8/13/2013
Sirsi Corporation	Canada	MOBILECIRC	1639206	8/13/2013
Sirsi Corporation	China	思悉得宁 - Chinese Version of Sirsi Corporation	13932121	1/17/2014
Sirsi Corporation	United Arab Emirates	Sirsidynix Symphony	119871	9/28/2008
Sirsi Corporation	Taiwan	DIRECTORS STATION	98006255	2/24/2009
Sirsi Corporation	Taiwan	POCKETCIRC	98006251	2/24/2009
Sirsi Corporation	Taiwan	SINGLESEARCH	98006256	2/24/2009
Sirsi Corporation	Taiwan	SMARTPORT	98008101	3/6/2009
Sirsi Corporation	Canada	SIRSIDYNIX SYMPHONY	1639207	8/13/2013

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THE BORROWER AND/OR ITS SUBSIDIARIES HAVE MADE THE INTERNAL DECISION TO ABANDON AND/OR NOT RENEW THE APPLICABLE REGISTRATIONS. THE FOLLOWING REGISTRATIONS MAY BE SUBJECT TO CANCELLATION FOR NON-USE:

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Sirsi Corporation	Australia	DIRECTORS STATION	1291323	2/25/2009
Sirsi Corporation	Australia	SMARTSOURCE	1296686	2/27/2009
Sirsi Corporation	Chile	WEBCAT	529125	12/3/1998
Sirsi Corporation	Chile	WEBCAT	848116	12/3/2008
Sirsi Corporation	Colombia	WEBCAT	214491	11/30/1998
Sirsi Corporation	Costa Rica	Sirsidyix Symphony	188607	4/3/2009
Sirsi Corporation	European Union	DIRECTORS STATION	995464	2/25/2009
Sirsi Corporation	European Union	SIRSIDYNIX ENTERPRISE	995224	2/25/2009
Sirsi Corporation	European Union	SIRSIDYNIX STAFFWEB	995225	2/25/2009
Sirsi Corporation	Madrid Protocol	DIRECTORS STATION	995464	2/25/2009
Sirsi Corporation	Madrid Protocol	SIRSIDYNIX ENTERPRISE	995224	2/25/2009
Sirsi Corporation	Madrid Protocol	SIRSIDYNIX STAFFWEB	995225	2/25/2009
Sirsi Corporation	Madrid Protocol (TM)	SMARTSOURCE	998941	2/27/2009
Sirsi Corporation	Mexico	WEBCAT	574858	3/31/1998
Sirsi Corporation	New Zealand	IBISTRO	804034	9/24/2009
Sirsi Corporation	New Zealand	WEBCAT	623989	4/4/2002
Sirsi Corporation	Singapore	DIRECTORS STATION	995464	2/25/2009
Sirsi Corporation	Singapore	SIRSIDYNIX ENTERPRISE	995224	2/25/2009
Sirsi Corporation	Singapore	SIRSIDYNIX STAFFWEB	995225	2/25/2009
Sirsi Corporation	Singapore	SMARTSOURCE	998941	2/27/2009
Sirsi Corporation	United States of America	SMARTSOURCE	3,669,369	8/18/2009
Sirsi Corporation	Venezuela	WEBCAT & Design	P211083	4/20/1999
Sirsi Corporation	Qatar	Sirsidynix Symphony		

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