

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520512

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of 2nd Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		04/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Apprise Software, Inc.		
Street Address:	3101 Emrick Blvd.		
City:	Bethlehem		
State/Country:	PENNSYLVANIA		
Postal Code:	18020		
Entity Type:	Corporation: PENNSYLVANIA		
Name:	Aptean, Inc.		
Street Address:	4235 Alexander Drive, Suite 1000		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	Corporation: DELAWARE		
Name:	ActivPlant Corporation		
Street Address:	4235 Alexander Drive, Suite 1000		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	Corporation: CANADA		
Name:	AssetPoint, LLC		
Street Address:	4235 Alexander Drive, Suite 1000		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	GQ Life Sciences, Inc.		
Street Address:	4235 Alexander Drive, Suite 1000		
City:	Alpharetta		

OP \$1065.00 1765699

State/Country:	GEORGIA
Postal Code:	30022
Entity Type:	Corporation: DELAWARE
Name:	IndustryBuilt Software Corp.
Street Address:	2680 Matheson Boulevard East
City:	Mississauga
State/Country:	CANADA
Postal Code:	L4W 0A5
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	1765699	AXIOM
Registration Number:	4015214	CIMNET
Registration Number:	1919047	COGNITIVE PROCESSOR
Registration Number:	2849102	COMPIERE
Registration Number:	3364767	COMPIERE
Registration Number:	3531657	CONSONA
Registration Number:	2436658	CSC
Registration Number:	2789146	ENCOMPIX
Registration Number:	2682880	ENGENIX
Registration Number:	2577527	M2M
Registration Number:	1602007	MADE 2 MANAGE
Registration Number:	2151683	NOTIFIER
Registration Number:	1748175	PARADIGM
Registration Number:	4442277	APTEAN
Registration Number:	2041684	SEARCHEXPRESS
Serial Number:	86964702	ASSETPOINT
Serial Number:	87021160	ACARE COMMIT. SERVE. GROW.
Registration Number:	5090630	CATALYST
Registration Number:	4970403	GQ
Registration Number:	4929120	GQ LIFE SCIENCES
Serial Number:	87181520	INVOKEIT
Registration Number:	4783480	LIFEQUEST
Serial Number:	87173810	ROSS
Registration Number:	3061646	TABLINK
Registration Number:	4253682	TABSOURCE
Registration Number:	4253704	TABSOURCE
Registration Number:	4253681	TABWARE

Property Type	Number	Word Mark
Registration Number:	3698051	TABWARE ANALYTICS
Registration Number:	4253680	TABWARE
Registration Number:	3533959	TABWARE EFX
Registration Number:	3651055	TABWAREXI
Registration Number:	3651053	TABWAREXI
Registration Number:	3242173	VERDIEM
Registration Number:	4727526	GENOMEQUEST
Registration Number:	4299959	BIOFACET
Registration Number:	2015018	RESPOND
Registration Number:	2678163	APPRISE
Registration Number:	0930068	
Registration Number:	5020603	INDUSTRYBUILT
Registration Number:	5048055	JUSTFOODERP
Registration Number:	5052715	EQUIPSOFT
Registration Number:	5043968	WE MAKE IT EASY

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	04/24/2019

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Morgan Stanley Senior Funding, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 23, 2019

- Assignment
- Security Agreement
- Other Release of 2nd Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Apprise Software, Inc.

Street Address: 3101 Emrick Blvd.

City: Bethlehem

State: PA

Country: USA Zip: 18020

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-PA
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule I

B. Trademark Registration No.(s) _____

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

43

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

April 23, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Aptean, Inc., Delaware Corporation
4235 Alexander Drive, Suite 100
Alpharetta, GA 30022

ActivPlant Corporation, a Canadian Corporation
4235 Alexander Drive, Suite 100
Alpharetta, GA 30022

AssetPoint, LLC, a Delaware Limited Liability Company
4235 Alexander Drive, Suite 100
Alpharetta, GA 30022

GQ Life Sciences, Inc., Delaware Corporation
4235 Alexander Drive, Suite 100
Alpharetta, GA 30022

IndustryBuilt Software Corp., a Canadian Corporation
2680 Matheson Boulevard East,
Mississauga, ON L4W 0A5

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of April 23, 2019 (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 Second 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 Second Lien Trademark Security Agreement, dated as of December 20, 2016 (the “First Recorded Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Second Lien Trademark Security Agreement, dated as of July 25, 2017 (the “Second Recorded Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Second Lien Trademark Security Agreement, dated as of May 8, 2018 (the “Third Recorded Trademark Security Agreement” and, together with the First Recorded Trademark Security Agreement and the Second Recorded Trademark Security Agreement, the “Trademark Security Agreements”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the First Recorded Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 22, 2016 at Reel/Frame 5950/0818;

WHEREAS, the Second Recorded Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 1, 2017 at Reel/Frame 6119/0354;

WHEREAS, the Third Recorded Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 30, 2018 at Reel/Frame 6337/0870;

WHEREAS, the First Recorded Trademark Security Agreement was partially released on August 31, 2018, with such release recorded with the United States Patent and Trademark Office on September 4, 2018 at Reel/Frame 6428/0702; and

WHEREAS, the First Recorded Trademark Security Agreement was partially released on October 26, 2018, with such release recorded with the United States Patent and Trademark Office on October 30, 2018 at Reel/Frame 6526/0478.

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 Agreements, as applicable.

2. Release. 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 Collateral, including the trademark registrations and applications set forth in Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreements, 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.

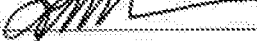
3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements.

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:

APPRISE SOFTWARE, INC.

APTEAN, INC.

ACTIVPLANT CORPORATION

ASSETPOINT, LLC


GQ LIFE SCIENCES, INC.




INDUSTRYBUILT SOFTWARE CORP.

SCHEDULE I

UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

First Recorded Trademark Security Agreement at Reel/Frame 5950/0818

MARK	COUNTRY	APP NO./REG. NO.	STATUS	OWNER	REGISTRANT*
Axiom	United States	1765699	Registered	Aptean, Inc.	
Cimnet	United States	4015214	Registered	Aptean, Inc.	
Cognitive Processor	United States	1919047	Expired	Aptean, Inc.	
Compiere	United States	2849102	Registered	Aptean, Inc.	
Compiere	United States	3364767	Registered	Aptean, Inc.	
Consona	United States	3531657	Registered	Aptean, Inc.	
CSC (Stylized)	United States	2436658	Registered	Aptean, Inc.	
Encompix	United States	2789146	Registered	Aptean, Inc.	
Engenix (and Design)	United States	2682880	Registered	Aptean, Inc.	
M2M	United States	2577527	Registered	Aptean, Inc.	
Made2Manage	United States	1602007	Registered	Aptean, Inc.	
Notifier	United States	2151683	Registered	Aptean, Inc.	
Paradigm	United States	1748175	Registered	Aptean, Inc.	
APTEAN	United States	4442277	Registered	Aptean Holdings, Inc.	
SEARCHEXPRESS	United States	2041684	Registered	Activplant Corporation (CANADA)	
ASSETPOINT	United States	86964702	Pending	AssetPoint, LLC	
ACARE COMMIT. SERVE. GROW. and Design	United States	87021160	Pending	Aptean, Inc.	
CATALYST	United States	5090630	Registered	Aptean, Inc.	
 GQ (Stylized)	United States	4970403	Registered	Gq Life Sciences, Inc.	
GQ LIFE SCIENCES	United States	4929120	Registered	Gq Life Sciences, Inc.	
INVOKEIT	United States	87181520	Pending	Aptean, Inc.	
LIFEQUEST	United States	4783480	Registered	Gq Life Sciences, Inc.	
M2M	United States	2577527	Registered	Aptean, Inc.	
ROSS	United States	87173810	Pending	Aptean, Inc.	
TABLINK	United States	3061646	Registered	Assetpoint LLC	
TABSOURCE	United States	4253682	Registered	Assetpoint LLC	

 TABSOURCE and Design	United States	4253704	Registered	Assetpoint LLC	
TABWARE	United States	4253681	Registered	Assetpoint LLC	
TABWARE ANALYTICS	United States	3698051	Registered	Assetpoint LLC	
 TABWARE and Design	United States	4253680	Registered	Assetpoint LLC	
TABWARE EFX	United States	3533959	Registered	Assetpoint LLC	
TABWAREXI	United States	3651055	Registered	Assetpoint LLC	
 TABWAREXI and Design	United States	3651053	Registered	Assetpoint LLC	
VERDIEM	United States	3242173	Registered	Aptean Systems, LLC	
GENOMEQUEST	United States	4727526	Registered	GQ Life Sciences, Inc.	
BIOFACET	United States	4299959	Registered	GQ Life Sciences, Inc.	
RESPOND	United States	2015018	Registered	Aptean, Inc.	Initiative Software Applications Ltd.

Second Recorded Trademark Security Agreement at Reel/Frame 6119/0354

MARK	OWNER	REGISTRATION NUMBER
Apprise	Apprise Software, Inc.	2678163
Apprise	Apprise Software, Inc.	0930068

Third Recorded Trademark Security Agreement Reel/Frame 6337/0870

TRADEMARK	REGISTRANT	REGISTRATION NUMBER
IndustryBuilt	IndustryBuilt Software Corp.	5020603
JustFoodERP	IndustryBuilt Software Corp.	5048055
EquipSoft	IndustryBuilt Software Corp.	5052715
We Make It Easy	IndustryBuilt Software Corp.	5043968