

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521393

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RPM Software, LLC		04/30/2019	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3008485	RPM	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	36084-30072		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	04/30/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 30, 2019, is by and among RPM Software, LLC, a South Carolina limited liability company (the "Grantor"), and JPMorgan Chase Bank, N.A., as Collateral Agent (the "Secured Party") for the benefit of the Secured Creditors.

W I T N E S S E T H:

WHEREAS, the Grantor has entered into that certain Amended and Restated Security Agreement dated as of April 30, 2019 (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with the Secured Party, for itself and the other Secured Creditors, pursuant to which the Grantor has granted to the Secured Party a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by the Grantor's Trademarks, and all products and proceeds thereof, (collectively, the "Trademarks") to secure the payment of the Obligations;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, the Grantor owns its respective Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Secured Party a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each of the Trademarks, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each of the Trademarks;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and

granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

RPM SOFTWARE, LLC

By: SCANSOURCE, INC.,

its sole member

By Mary M. Gentry

Name: Mary Gentry

Title: Vice President and Treasurer

Acknowledged as of the date
first above written:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: Caitlin A Stewart
Name: Caitlin Stewart
Title: Executive Director

SCHEDULE 1

TRADEMARKS:

<u>Mark</u>	<u>Company</u>	<u>Application Number</u>	<u>Registration Number</u>
RPM	RPM Software, LLC	78173234	3008485

TRADEMARK APPLICATIONS:

None.

Signature Page to Trademark Security Agreement