

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paladin Data Systems Corporation		06/14/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Collateral Agent		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4200254	ADVANCED SKILLS MANAGEMENT	
Registration Number:	4240377	ASM ADVANCED SKILLS MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058258-0010		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	06/14/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 14, 2019 (this “Trademark Security Agreement”), made by Dude Solutions, Inc., a Delaware corporation, Paladin Data Systems Corporation, a Delaware corporation, and Smartware Group, Inc., a Delaware corporation (each, a “Grantor”), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of June 14, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CAROLINA SOFTWARE, INC., a Delaware corporation (“Merger Sub” and, prior to the consummation of the Closing Date Acquisition, the “Borrower”), upon consummation of the Closing Date Acquisition, DUDE SOLUTIONS HOLDINGS, INC., a Delaware corporation (“Dude” and as the surviving entity after giving effect to the Closing Date Acquisition, the “Borrower”), CAROLINA SOFTWARE INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“Holdings”), the Subsidiaries of the Borrower party thereto from time to time, MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, each Grantor is party to the Security Agreement, dated as of June 14, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Borrower, Holdings, the other Grantors from time to time party thereto and the Collateral Agent for the benefit of the Secured Parties pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all of such Grantor’s right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the “Trademark Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the

Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature pages follow]

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

DUDE SOLUTIONS, INC.,
a Delaware corporation, as a Grantor

By: 
Name: Ed Roshitsh
Title: Chief Executive Officer

PALADIN DATA SYSTEMS CORPORATION,
a Delaware corporation, as a Grantor

By: 
Name: Ed Roshitsh
Title: Chief Executive Officer

SMARTWARE GROUP, INC.,
a Delaware corporation, as a Grantor

By: 
Name: Ed Roshitsh
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as Collateral Agent

By: 
Name: Matthew R. Lane
Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT TRADEMARK
REGISTRATIONS AND TRADEMARK APPLICATIONS



UNITED STATES TRADEMARKS:

Applications –

Loan Party – Owner	Trademark	Application Number	Filing Date
Dude Solutions, Inc.	SMARTGOV	88324841	04-MAR-2019

Registrations –

Loan Party – Owner	Trademark	Registration Number	Registration Date
Dude Solutions, Inc.	ACTIVE CALENDAR	4779309	21-JUL-2015
Dude Solutions, Inc.	ACTIVE DATA	3759840	16-MAR-2010
Dude Solutions, Inc.	ACTIVE DATA 	3756615	09-MAR-2010
Dude Solutions, Inc.	ACTIVE DATA CALENDAR	3921632	22-FEB-2011
Dude Solutions, Inc.	ACTIVE DATA EXCHANGE	2599722	23-JUL-2002
Dude Solutions, Inc.	ACTIVE DATA PUBLISHER	2590048	02-JUL-2002
Dude Solutions, Inc.	Design Only 	5626646	11-DEC-2018
Dude Solutions, Inc.	FACILITY DUDE 	3384228	19-FEB-2008
Dude Solutions, Inc.	FACILITYDUDE	3784282	04-MAY-2010

Dude Solutions, Inc.	MAINTENANCEEDGE	4674817	20-JAN-2015
Dude Solutions, Inc.	MOBILE311	3789454	18-MAY-2010
Dude Solutions, Inc.	SCHOOLDUDE	3784280	04-MAY-2010
Paladin Data Systems Corporation	ADVANCED SKILLS MANAGEMENT	4200254	28-AUG-2012
Paladin Data Systems Corporation	ASM ADVANCED SKILLS MANAGEMENT 	4240377	13-NOV-2012
Smartware Group, Inc.	BIGFOOT	3505787	23-SEP-2008
Smartware Group, Inc.	BIGFOOT. 	3707574	10-NOV-2009