

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Epicor Software Corporation		05/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	60 Livingston Ave. EP-MNWS3C		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107-2292		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88382159	PROPHET 21	
CORRESPONDENCE DATA			
Fax Number:			
<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:	949-585-3684		
Email:	llutz@epicor.com		
Correspondent Name:	Lisa Lutz		
Address Line 1:	804 Las Cimas Parkway		
Address Line 4:	Austin, TEXAS 78746		
NAME OF SUBMITTER:	Lisa Lutz		
SIGNATURE:	/Lisa Lutz/		
DATE SIGNED:	06/14/2019		
Total Attachments: 5			
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OP \$40.00 88382159

SECOND LIEN
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT
(Trademarks)

AMENDED AND RESTATED TRADEMARKS SUPPLEMENT NO. 5 (this "Supplement") dated as of May 15, 2019, to the Second Lien Intellectual Property Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated June 1, 2015, among the Grantors from time to time party thereto and U.S. Bank National Association ("U.S. Bank"), as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture and the Security Agreement referred to therein.

WHEREAS, Epicor Software Corporation, a Delaware corporation (the "Issuer"), the Guarantors from time to time party thereto and U.S. Bank as the trustee ("Trustee") and Collateral Agent have entered into the Indenture dated as of June 1, 2015 (the "Closing Date") (as amended and supplemented by the First Supplemental Indenture dated as of the August 31, 2016, and by the Second Supplemental Indenture dated as of February 17, 2017, and as it may further be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture").

WHEREAS, in connection with the Indenture, the Grantors and the Collateral Agent have entered into the Second Lien Security Agreement dated as of the Closing Date (as amended and supplemented by the Second Lien Security Agreement Supplement No. 1 dated as of February 17, 2017, and as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute an IP Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, under the terms of Section 3.03 of the Security Agreement, Issuer is required to deliver to Collateral Agent a Supplement to the IP Security Agreement with respect to all After-Acquired Intellectual Property owned by a Grantor as of the date of the fiscal quarter-end preceding the date of this Supplement, which is not previously covered by the IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Grantor agrees as follows:

SECTION 1. Grant of Security. The undersigned Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral");

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the undersigned Grantor under this Supplement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Note Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums,

penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Supplement secures, as to the undersigned Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Note Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Note Party.

SECTION 3. Recordation. This Supplement has been executed and delivered by the undersigned Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The undersigned Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Supplement.

SECTION 4. Execution in Counterparts. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The undersigned Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Supplement are expressly subject and subordinate to the liens and security interests granted to the Credit Facility Agent pursuant to the First Lien Security Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreements (or any other intercreditor agreement to which the Collateral Agent is party in respect of the Secured Obligations). In the event of any conflict between the terms of any Intercreditor Agreement (or such other intercreditor agreement) and the terms of this Supplement, the terms of such Intercreditor Agreement (or such other intercreditor agreement) shall govern and control.

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

SECTION 7. Severability. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Collateral Agent Makes No Representations. The Collateral Agent makes no representations as to the validity or sufficiency of this Supplement

IN WITNESS WHEREOF, the undersigned have caused this Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Epicor Software Corporation



By: _____

Name: Vincent Lowder

Title: Vice President

TRADEMARK

REEL: 006670 FRAME: 0324

U.S. Bank National Association
solely in its capacity as Collateral Agent

By: 

Name: **Richard Prokosch**
Title: **Vice President**

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/Grantor	Trademark	Application No./ Registration No.	Filing Date	Reg. Date	Country	Status
Epicor Software Corporation	PROPHET 21	88382159	11-APR-2019		US	Pending