

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MRI Software LLC		09/18/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Marekts LLC, as Administrative Agent and Collateral Agent		
Street Address:	150 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2627401	PROLEASE	
Registration Number:	4604019	PROLEASE PROJECT TRACKING	
Registration Number:	4604018	PROLEASE LEASE ADMINISTRATION	
Registration Number:	5181831	PROLEASE EQUIPMENT LEASE	
Registration Number:	4513475	PROLEASE WORKPLACE	
Registration Number:	4520193	PROLEASE MAINTENANCE	
Registration Number:	4760698	PUNCHPRO	
Registration Number:	1982451	LINK SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@katten.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-267		
NAME OF SUBMITTER:	Oscar Ruiz		

CH \$215.00 2627401

SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	09/19/2019
Total Attachments: 9 source=MRI Trademark Security Agreement#page1.tif source=MRI Trademark Security Agreement#page2.tif source=MRI Trademark Security Agreement#page3.tif source=MRI Trademark Security Agreement#page4.tif source=MRI Trademark Security Agreement#page5.tif source=MRI Trademark Security Agreement#page6.tif source=MRI Trademark Security Agreement#page7.tif source=MRI Trademark Security Agreement#page8.tif source=MRI Trademark Security Agreement#page9.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of September 18, 2019 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Golub Capital Markets LLC, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among MRI Software LLC, a Delaware limited liability company (the "Borrower"), MRI Intermediate Holdings II LLC, a Delaware limited liability company ("Holdings"), the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein 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 Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

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 Pledgors hereby acknowledge and affirm 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. Termination. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

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

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Remainder of this page intentionally left blank]

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

PLEDGORS

MRI SOFTWARE LLC


By: 

Name: Patrick J. Ghilani

Title: Chief Executive Officer

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By:


Name: Robert G. Tuchscherer
Title: Managing Director


Trademark Security Agreement
TRADEMARK

REEL: 006749 FRAME: 0505





SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT




UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

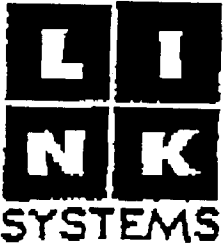
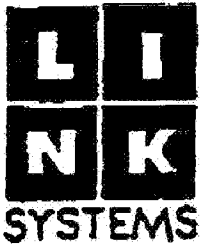
United States Trademark Registrations:¹

Mark	Country	Class	Registrants	Serial No.	Reg. No.
PROLEASE	US	09	Link Systems Inc. & ProCalc	76150877	2,627,401
PROLEASE PROJECT TRACKING	US	42	Link Systems Inc. & ProCalc	85857706	4,604,019
PROLEASE LEASE ADMINISTRATION	US	42	Link Systems Inc. & ProCalc	85857680	4,604,018
PROLEASE EQUIPMENT LEASE	US	42	Link Systems Inc. & ProCalc	85857734	5,181,831
PROLEASE	European Union	9	Link Systems Inc. & ProCalc		11,776,572
PROLEASE WORKPLACE	U.S.	42	Link Systems Inc. & ProCalc	85857756	4513475
PROLEASE MAINTENANCE	U.S.	42	Link Systems Inc.	85857767	4520193
PUNCHPRO	U.S.	09, 42	Link Systems Inc.	85857855	4760698
LINK SYSTEMS and Design 	U.S.	09, 36	LINK SYSTEMS	74690011	1982451
LINK SYSTEMS (SERVICE MARK)	State of Ohio	42	LINK SYSTEMS INC.	SM69277	SM69277

¹ Note to Draft: All Trademarks of the Pledgor were assigned to MRI Software LLC pursuant to that certain Intellectual Property Assignment Agreement, dated as of July 24, 2019, by and among Link Systems, Inc., a Connecticut corporation, ProCalc, Inc., a New York corporation and the Borrower.

Mark	Country	of	Class	Registrants	Serial No.	Reg. No.
LINK SYSTEMS and Design 	State	of	42	LINK SYSTEMS, INC.	5010-3335	5010-3335
LINK SYSTEMS and Design 	State	of	35	LINK SYSTEMS, INC.	5010-3336	5010-3336
LINK SYSTEMS (SERVICE MARK)	State	of	35, 42	LINK SYSTEMS, INC.	531993	531993
LINK SYSTEMS (SERVICE MARK)	State	of	35	LINK SYSTEMS, INC.	10753	10753
LINK SYSTEMS and Design 	State	of	09, 35	LINK SYSTEMS, INC.	13291	13291
LINK SYSTEMS and Design 	State	of	09, 35	LINK SYSTEMS, INC.	S13292	S13292

Mark	Country	Class	Registrants	Serial No.	Reg. No.
LINK SYSTEMS and Design (SERVICE MARK) 	State of Colorado	42	LINK SYSTEMS INC.	19951084539	19951084539
LINK SYSTEMS	State of Virginia	09	LINK SYSTEMS, INC.	802	802
LINK SYSTEMS (SERVICE MARK)	State of Virginia	42	LINK SYSTEMS, INC.	803	803
LINK SYSTEMS (SERVICE MARK)	State of Georgia	36	LINK SYSTEM, INC.	S-14718	S-14718
LINK SYSTEMS	State of Georgia	09, 36	LINK SYSTEMS, INC.	T-14719	T-14719
LINK SYSTEMS (SERVICE MARK)	State of Kansas	42	LINK SYSTEMS INC.	13591	13591
LINK SYSTEMS	State of Kansas	16	LINK SYSTEMS INC.	13592	13592
LINK SYSTEMS (SERVICE MARK)	State of Illinois	09, 36	LINK SYSTEMS INC.	076613	076613
LINK SYSTEMS	State of Illinois	09, 36	LINK SYSTEMS INC.	076614	076614
LINK SYSTEMS and Design 	State of Massachusetts	35	LINK SYSTEMS INC.	49062	49062
LINK SYSTEMS and Design 	State of Massachusetts	35	LINK SYSTEMS INC.	49063	49063
LINK SYSTEMS (SERVICE MARK)	State of Texas	35, 42	LINK SYSTEMS, INC.	5206117	5206117
LINK SYSTEMS (SERVICE MARK)	State of Texas	09, 35	LINK SYSTEMS, INC.	5206217	5206217
PROLEASE	Canada	09	Link Systems Inc. & ProCalc	1623775	—

Mark	Country	Class	Registrants	Serial No.	Reg. No.
LINK SYSTEMS and DESIGN 	Canada	09, 36	LINK SYSTEMS	815356	TMA494773
LINK SYSTEMS and Design 	European Union	09, 36	LINK SYSTEMS	218602	218602
LINK SYSTEMS and Design	State of Minnesota	16	LINK SYSTEMS INC	21075	21075
LINK SYSTEMS and Design	State of Minnesota	42	LINK SYSTEMS INC	21076	21076
LINK SYSTEMS and Design	State of Minnesota	09	LINK SYSTEMS INC	21077	21077
LINK SYSTEMS	State of Pennsylvania	42	LINK SYSTEMS INC.	2644496	2644496

Domain Name	Expiration Date	Registrant Organization
www.proleaseweb.com	2023-07-29	LINK SYSTEMS
www.proleasesoftware.info	2020-04-08	MASKEDError! Bookmark not defined.
www.proleasesoftware.com	2022-01-09	LINK SYSTEMS
www.prolease.com	2023-09-09	LINK SYSTEMS
www.linkworkplace3.com	2021-03-16	LINK SYSTEMS

Domain Name	Expiration Date	Registrant Organization
www.linkworkplace2.com	2021-03-16	LINK SYSTEMS
www.linkworkplace1.com	2021-03-16	LINK SYSTEMS
www.linksystems.com	2022-09-20	LINK SYSTEMS

United States Trademark Applications: