

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554302

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pitney Bowes Software Inc.		12/02/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., as Collateral Agent
Street Address:	One Bryant Park
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	1937215	ANYSITE
Registration Number:	2424785	CENTRUS
Registration Number:	4555254	CODE-1 PLUS
Registration Number:	5241924	CONFIRM
Registration Number:	5042079	CONFIRMCONNECT
Registration Number:	5037327	CONFIRMWORKZONE
Registration Number:	4513625	CONTEXT
Registration Number:	4513626	DATA FOR LIFE
Registration Number:	2297371	DOC1
Registration Number:	1648669	EDGE
Registration Number:	4477086	ENGAGEONE
Registration Number:	5323607	FINALIST
Registration Number:	2353600	GEOTAX
Registration Number:	1630705	MAILSTREAM PLUS
Registration Number:	1755031	MAPBASIC
Registration Number:	1610407	MAPINFO
Registration Number:	2009121	MAPMARKER
Registration Number:	2732285	MAPONICS

OP \$690.00 1937215

Property Type	Number	Word Mark
Registration Number:	4513627	MAPONICS
Registration Number:	2241537	MAPXTREME
Registration Number:	2532200	PSAP PRO
Registration Number:	2320245	QUADSTONE
Registration Number:	2058229	SAGENT
Registration Number:	3894984	SPECTRUM
Registration Number:	1923472	STREAMWEAVER
Registration Number:	2243851	STREETPRO
Registration Number:	2298900	TARGETPRO

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225
Email: ipteam@coagencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1167335 TM 2L B
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	12/20/2019

Total Attachments: 6

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EXECUTION VERSION

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of December 2, 2019 (this “Agreement”), among Pitney Bowes Software Inc. (“Pitney”), Portrait International, Inc. (“Portrait” and, together with Pitney, the “Grantors” and each, individually, a “Grantor”) and BANK OF AMERICA, N.A., as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of August 16, 2017 (as amended by Incremental Facility Agreement No. 1, dated as of June 29, 2018, Incremental Facility Agreement No. 2, dated as of September 24, 2018, and Incremental Facility Agreement No. 3, dated as of November 6, 2018, and as further amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the “Credit Agreement”), among STARFISH HOLDCO, LLC, a Delaware limited liability company (“Holdings”), STARFISH-S MERGER SUB, INC., a Delaware corporation (the “Sahara Merger Sub”), which was merged with and into SAHARA PARENT, INC., a Delaware corporation (“Sahara”) with Sahara being the surviving entity of such merger, STARFISH-V MERGER SUB, INC., a Delaware corporation (the “Vero Merger Sub” and, together with Sahara Merger Sub, the “Merger Subs” and each, individually, a “Merger Sub”), which was merged with and into VERO PARENT, INC., a Delaware corporation (“Vero”) with Vero being the surviving entity of such merger, the other grantors from time to time party thereto and BANK OF AMERICA, N.A., as Administrative Agent and as Collateral Agent, (b) the Second Lien Collateral Agreement dated as of August 16, 2017 (as supplemented by Supplement No. 1, dated as of February 15, 2019, Supplement No. 2, dated as of October 18, 2019 and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Merger Subs, Vero, Sahara, the other grantors from time to time party thereto and the Collateral Agent and (c) Supplement No. 3 to the Collateral Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Supplement”), among Holdings, Sahara, Vero, the Grantors, the other grantors from time to time party thereto, and the Collateral Agent. The Lenders have agreed to extend credit to the Co-Borrowers subject to the terms and conditions set forth in the Credit Agreement. Each Grantor has executed the Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Collateral Agreement. Each Grantor is an Affiliate of a Co-Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. 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, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any and all United States Trademarks owned or at any time acquired by the Grantor, including the United States Trademarks on Schedule I attached hereto (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.


SECTION 6. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Supplement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreements and this Supplement, the terms of the Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

PITNEY BOWES SOFTWARE
INC., as Grantor

By:


Name: Joseph D. Rogers
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006822 FRAME: 0879

BANK OF AMERICA, N.A.,
as Collateral Agent,

By: Mary Lawrence
Name:
Title: **Mary Lawrence**
AVP; Agency Management Officer

Schedule I

Trademark Collateral

Trademark	Registration No.	Registration Date	Owner
ANYSITE	1937215	11/21/1995	Pitney Bowes Software Inc.
CENTRUS	2424785	01/30/2001	Pitney Bowes Software Inc.
CODE-1 Plus	4555254	06/24/2014	Pitney Bowes Software Inc.
CONFIRM	5241924	07/11/2017	Pitney Bowes Software Inc.
CONFIRMCONNECT	5042079	09/13/2016	Pitney Bowes Software Inc.
CONFIRMWORKZONE	5037327	09/06/2016	Pitney Bowes Software Inc.
CONTEXT	4513625	04/15/2014	Pitney Bowes Software Inc.
DATA FOR LIFE	4513626	04/15/2014	Pitney Bowes Software Inc.
DOC1	2297371	12/07/1999	Pitney Bowes Software Inc.
EDGE	1648669	06/25/1991	Pitney Bowes Software Inc.
EngageOne	4477086	02/04/2014	Pitney Bowes Software Inc.
Finalist	5323607	10/31/2017	Pitney Bowes Software Inc.
GEOTAX	2353600	05/30/2000	Pitney Bowes Software Inc.
MAILSTREAM PLUS	1630705	01/08/1991	Pitney Bowes Software Inc.
MAPBASIC	1755031	03/02/1993	Pitney Bowes Software Inc.
MapInfo	1610407	08/21/1990	Pitney Bowes Software Inc.
MAPMARKER	2009121	10/15/1996	Pitney Bowes Software Inc.
MAPONICS	2732285	07/01/2003	Pitney Bowes Software Inc.
MAPONICS	4513627	04/15/2014	Pitney Bowes Software Inc.

Trademark	Registration No.	Registration Date	Owner
MapXtreme	2241537	04/27/1999	Pitney Bowes Software Inc.
PSAP PRO	2532200	06/22/2002	Pitney Bowes Software Inc.
QUADSTONE	2320245	02/22/2000	Pitney Bowes Software Inc.
SAGENT	2058229	04/29/1997	Pitney Bowes Software Inc.
SPECTRUM	3894984	12/21/2010	Pitney Bowes Software Inc.
STREAMWEAVER	1923472	10/03/1995	Pitney Bowes Software Inc.
STREETPRO	2243851	05/04/1999	Pitney Bowes Software Inc.
TARGETPRO	2298900	12/07/1999	Pitney Bowes Software Inc.