

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Routeware, Inc.		02/07/2020	Corporation: DELAWARE
Webaspx Limited		02/07/2020	Corporation: SCOTLAND
Andrews Software, Inc.		02/07/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Fidus Investment Corporation, as Collateral Agent		
Street Address:	1603 Orrington Avenue, Suite 1005		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5811419	ROUTEWARE	
Registration Number:	4012546	RCORE	
Registration Number:	3811786	HOMEPORT	
Registration Number:	2632565	ROUTEWARE	
Registration Number:	2640395	ROUTEWARE	
Registration Number:	5360578	EASYROUTE	
Registration Number:	3061066	VERI-SHRED	
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:	7043778156		
Email:	jcarusone@robinsonbradshaw.com		
Correspondent Name:	Jennifer Carusone		
Address Line 1:	101 N. Tryon Street, Suite 1900		
Address Line 2:	Robinson, Bradshaw & Hinson, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Jennifer Carusone		

CH \$190.00 5811419

SIGNATURE:	/Jennifer Carusone/
DATE SIGNED:	02/07/2020
Total Attachments: 6 source=PNC_Routeware - Trademark Security Agreement#page1.tif source=PNC_Routeware - Trademark Security Agreement#page2.tif source=PNC_Routeware - Trademark Security Agreement#page3.tif source=PNC_Routeware - Trademark Security Agreement#page4.tif source=PNC_Routeware - Trademark Security Agreement#page5.tif source=PNC_Routeware - Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time this "Trademark Security Agreement") is made as of this 7th day of February, 2020, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor"), and FIDUS INVESTMENT CORPORATION, in its capacity as collateral agent for the Lenders (together with its successors and assigns in such capacity, "Collateral Agent").

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of February 7, 2020 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Credit Agreement") among ROUTEWARE GLOBAL, INC., a Delaware corporation ("Holdings"), ROUTEWARE, INC., a Delaware corporation ("Routeware"), CORE COMPUTING SOLUTIONS, INC., a Florida corporation ("Core Computing"), ANDREWS SOFTWARE, INC., an Ohio corporation ("Andrews"), and together with Routeware, Core Computing and each other Person from time to time joined as a party thereto as a borrower, and all of their respective permitted successors and assigns, collectively, the "Borrowers" and each a "Borrower"), the lenders from time to time party thereto (the "Lenders"), PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), and Collateral Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the prompt payment and performance to Collateral Agent and each other Secured Party, of the Obligations, each Grantor hereby assigns, pledges and grants to Collateral Agent for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of its Trademark Collateral, whether now owned or existing or hereafter created, acquired or arising and wheresoever located. "Trademark Collateral" shall mean and include all right, title and interest of each Grantor in all of the following property and assets of such Grantor, in each case whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located:

(a) all of such Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated with the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Trademark or any Trademark licensed under any License;

provided that Trademark Collateral shall not include Excluded Property.

3. **SECURITY FOR OBLIGATIONS**. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Administrative Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **CREDIT AGREEMENT**. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **AUTHORIZATION TO SUPPLEMENT**. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent and Administrative Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS**. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. **CONSTRUCTION**. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all

alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

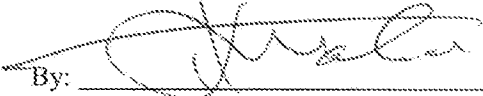
8. GOVERNING LAW. This Trademark Security Agreement shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. This Trademark Security Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other similar method of electronic transmission shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank signature page follows.]

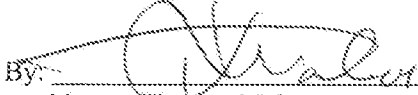
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

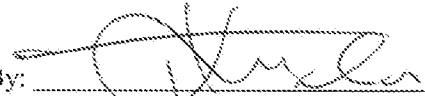
ROUTEWARE, INC.,
a Delaware corporation

By: 
Name: Thomas Malone
Title: Chief Executive Officer

WEBASPX LIMITED,
a company incorporated and registered in Scotland

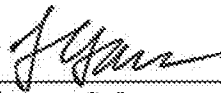
By: 
Name: Thomas Malone
Title: Director

ANDREWS SOFTWARE, INC.,
an Ohio corporation

By: 
Name: Thomas Malone
Title: Chief Executive Officer

ACCEPTED AND
ACKNOWLEDGED BY:

FIDUS INVESTMENT CORPORATION,
as Collateral Agent

By: 
Name: Thomas C. Lauer
Title: President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Registrant</u>
Routeware	US	1A-Live	November 16, 2018	88197675	July 23, 2019	5811419	Routeware, Inc.
RCORE	US	1A-Live	January 26, 2011	85227240	August 16, 2011	4012546	Routeware, Inc.
HOMEPORT	US	1A-Live	March 7, 2009	77685949	June 29, 2010	3811786	Routeware, Inc.
ROUTEWARE	US	1A-Live	April 14, 2000	76027634	October 8, 2002	2632565	Routeware, Inc.
ROUTEWARE	US	1A-Live	April 15, 2000	76025935	October 22, 2002	2640395	Routeware, Inc.
Easyroute	US	1A-Live	March 29, 2016	86956210	December 19, 2017	5360578	Webaspx Limited
Veri-Shred	US	1A-Live	February 20, 2004	78371512	February 21, 2006	3061066	Andrews Software, Inc.