

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570636

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademarks
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Existing Agent		04/02/2020	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Successor Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	2961223	DMEXPRESS
Registration Number:	2070629	FILEPORT
Registration Number:	4634018	IRONCLUSTER
Registration Number:	4703893	IRONSTREAM
Registration Number:	4107626	MFY
Registration Number:	2155075	PARASORT
Registration Number:	2023810	PIPESORT
Registration Number:	2502544	
Registration Number:	4825182	SILQ
Registration Number:	1157917	SYNCSORT
Registration Number:	2427390	VISUAL SYNCSORT
Registration Number:	4771712	ZPCOPY
Serial Number:	87208687	DATAFUNNEL
Serial Number:	87105092	SYNCSORT
Registration Number:	2671358	TRILLIUM SOFTWARE
Registration Number:	1903431	TRILLIUM SOFTWARE SYSTEM
Registration Number:	4154645	TRILLIUMAPPS
Registration Number:	3096371	ECHO2

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3745825	ECHOCLUSTER
Registration Number:	3751143	EHOSTREAM
Registration Number:	2515601	H.A.
Registration Number:	4097425	ITERA
Registration Number:	2682829	MIMIX
Registration Number:	1851437	MIMIX
Registration Number:	3870447	RECOVERNOW
Registration Number:	2347987	VISION SOLUTIONS
Registration Number:	2358967	VISION SOLUTIONS
Registration Number:	3270689	EVIEW
Registration Number:	3623423	I AM A HAPPY CUSTOMER...
Registration Number:	4296367	LOGMEONCE
Registration Number:	4120478	LIVECHECK

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: 202.370.4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1206908 C
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	04/06/2020

Total Attachments: 6

- source=C - Syncsort - Assignment of Security Interest in Trademarks (1L) - Filing#page2.tif
- source=C - Syncsort - Assignment of Security Interest in Trademarks (1L) - Filing#page3.tif
- source=C - Syncsort - Assignment of Security Interest in Trademarks (1L) - Filing#page4.tif
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This Assignment of Security Interest in Trademarks (“Assignment”), effective as of April 2, 2020, is made by Bank of America, N.A., as Administrative Agent and Collateral Agent (in such capacities, the “Existing Agent”) under the Credit Agreement, as defined below and Jefferies Finance LLC as successor Administrative Agent and Collateral Agent (in such capacities, the “Successor Agent”) under the Credit Agreement, in connection with:

(i) that certain First 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, Incremental Facility Agreement No. 3, dated as of November 6, 2018, Incremental Facility Agreement No. 4, dated as of December 2, 2019 and as further amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the date hereof, the “Credit Agreement”), among Starfish Holdco, LLC (“Holdings”), Vision Solutions, Inc. (which is successor by merger to Vero Parent, Inc.) (“Vision”), Syncsort Incorporated (which is successor by merger to Sahara Parent, Inc.) (“Syncsort” and, together with Holdings and Vision, the “Loan Parties”), the lenders from time to time party thereto, the Existing Agent and the other parties party thereto;

(ii) the First Lien Collateral Agreement, by and among the Loan Parties and the other grantors thereto and the Existing Agent, dated as of August 16, 2017 (as supplemented by Supplement No. 1 dated February 25, 2019, Supplement No. 2 dated October 18, 2019 and Supplement No. 3 dated December 2, 2019, the “Collateral Agreement”);

(iii) the First Lien Trademark Security Agreement, entered into by Syncsort Incorporated and the Existing Agent, dated as of August 16, 2017 (the “Syncsort Trademark Security Agreement”) and recorded with the United States Patent and Trademark Office (the “USPTO”) on August 18, 2017 at Reel/Frame No. 6133/0297;

(iv) the First Lien Trademark Security Agreement, entered into by Trillium Software, Inc. and the Existing Agent, dated as of August 16, 2017 (the “Trillium Trademark Security Agreement”) and recorded with the USPTO on August 18, 2017 at Reel/Frame No. 6133/0318;

(v) the First Lien Trademark Security Agreement, entered into by Vision Solutions, Inc. and the Existing Agent, dated as of August 16, 2017 (the “Vision Trademark Security Agreement”) and recorded with the USPTO on August 18, 2017 at Reel/Frame No. 6133/0329

(vi) the First Lien Trademark Security Agreement, entered into by Evview Technology, Inc. and the Existing Agent, dated as of February 15, 2019 (the “Supplement No. 1 Trademark Security Agreement”) and recorded with the USPTO on February 15, 2019 at Reel/Frame No. 6565/0310;

(vii) the First Lien Trademark Security Agreement, entered into by SQ Data Corporation and the Existing Agent, dated as of October 18, 2019 (the “Supplement No. 2 Trademark Security Agreement”) and recorded with the USPTO on October 31, 2019 at Reel/Frame No. 6783/0921;

(viii) the First Lien Trademark Security Agreement, entered into by Pitney Bowes Software Inc., Portrait International, Inc. and the Existing Agent, dated as of December 2, 2019 (the “Supplement No. 3 Trademark Security Agreement” and, together with the Syncsort Trademark Security Agreement and the Vision Trademark Security Agreement, the “Trademark Security”

Agreements”) and recorded with the USPTO on December 20, 2019 at Reel/Frame No. 6822/0863; and

(ix) the Agency Resignation, Appointment and Assumption Agreement, entered into by and among the Existing Agent, Successor Agent, the loan parties party thereto and the lenders under the Credit Agreement party thereto (the “Transfer Agreement”), dated as of April 2, 2020.

Unless expressly provided otherwise herein, terms defined or that have their meaning provided for in the Collateral Agreement, the Trademark Security Agreements or the Transfer Agreement, as applicable, shall have the same meaning when used in this Assignment (including those defined terms incorporated by reference therein).

W I T N E S S E T H

WHEREAS, pursuant to the Collateral Agreement and Trademark Security Agreements, Syncsort, Vision, Trillium Software, Inc., Eview Technology, Inc., SQ Data Corporation, Pitney Bowes Software Inc. and Portrait International, Inc. (collectively, the “Grantors”) granted to the Existing Agent, for the benefit of the Secured Parties thereto, a security interest in all of the Collateral, including the Trademark Collateral listed in Schedule A hereto (the “Secured IP”); and

WHEREAS, pursuant to the Transfer Agreement, the Grantors thereto have agreed to grant to the Successor Agent a security interest in the Secured IP;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Assignment of Security Interest. The Collateral Agent hereby assigns to the Successor Agent each of the liens and security interests assigned, pledged, mortgaged or otherwise created in favor of the Existing Agent under the Collateral Agreement and Trademark Security Agreements over the Secured IP, and the Successor Agent hereby assumes all such liens and security interests for the benefit of itself and the Secured Parties to the Transfer Agreement.

SECTION 2. Purpose. This Assignment has been executed and delivered by the Existing Agent and Successor Agent for the purpose of recording the assignment of the liens and security interests set forth herein with the USPTO. The liens and security interests referred to herein are expressly subject to the terms and conditions of the Trademark Security Agreements and the Transfer Agreement. The Trademark Security Agreements and the Transfer Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 3. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

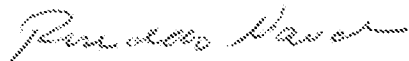
SECTION 4. Counterparts. This Assignment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Assignment shall become

effective when it shall have been executed by the Successor Agent and when the Successor Agent shall have received counterparts hereof which bear the signature of the Existing Agent, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Assignment by telecopy or other electronic imaging means (including in .pdf format) shall be effective as delivery of a manually executed counterpart of this Assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by their respective officers as of the day and year first above written.

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

By: 
Name: Ronaldo Naval
Title: Vice President

[Signature Page to IP Assignment -- Trademarks]

TRADEMARK
REEL: 006909 FRAME: 0213

JEFFERIES FINANCE LLC,
as Successor Agent

By: J.R. Young
Name: JR Young
Title: Managing Director

[Signature Page to IP Assignment – Trademarks]

TRADEMARK
REEL: 006909 FRAME: 0214

SCHEDULE A

Trademark Collateral

Owner	Trademark	Registration or Application No.
Syncsort Incorporated	DMEXPRESS	2961223
Syncsort Incorporated	FILEPORT	2070629
Syncsort Incorporated	IRONCLUSTER	4634018
Syncsort Incorporated	IRONSTREAM	4703893
Syncsort Incorporated	MFY	4107626
Syncsort Incorporated	PARASORT	2155075
Syncsort Incorporated	PIPESORT	2023810
Syncsort Incorporated	Sigma (Greek Symbol) & Design	2502544
Syncsort Incorporated	SILQ	4825182
Syncsort Incorporated	SYNCSORT	1157917
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Syncsort Incorporated	ZPCOPY	4771712
Syncsort Incorporated	DataFunnel	87208687
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Trillium Software, Inc.	TRILLIUM SOFTWARE	2671358
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Trillium Software, Inc.	TRILLIUMAPPS	4154645
Vision Solutions, Inc.	ECHO	3096371
Vision Solutions, Inc.	ECHOCLUSTER	3745825
Vision Solutions, Inc.	EHOSTREAM	3751143
Vision Solutions, Inc.	H.A.	2515601
Vision Solutions, Inc.	ITERA	4097425
Vision Solutions, Inc.	MIMIX	2682829
Vision Solutions, Inc.	MIMIX	1851437
Vision Solutions, Inc.	RECOVERNOW	3870447
Vision Solutions, Inc.	VISION SOLUTIONS	2347987
Vision Solutions, Inc.	VISION SOLUTIONS	2358967
EView Technology, Inc.	EVIEW	3270689
EView Technology, Inc.	I AM A HAPPY CUSTOMER...	3623423
EView Technology, Inc.	LOGMEONCE	4296367
SQData Corporation	LiveCheck	4120478