

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561772

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Happy Software, LLC		02/10/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Collateral Agent		
Street Address:	100 S. 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:	4737924	REHAB PRO DIRECT	
Registration Number:	4737866	REHAB PRO DIRECT	
Registration Number:	4494004	WAITLISTCHECK	
Registration Number:	4493997	HAPCHECK	
Registration Number:	4500738	HAPPY SOFTWARE	
Registration Number:	3027708	TENANTCHECK	
Registration Number:	2834551	HAPPY	
Registration Number:	2825217	FSS PRO	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	jessica.bajada-silva@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o J. Bajada-Silva		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	053644-0242		
NAME OF SUBMITTER:	Jessica Bajada-Silva		

CH \$215.00 4737924

SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	02/12/2020
Total Attachments: 8 source=MRI - Trademark Security Agreement [Executed]#page1.tif source=MRI - Trademark Security Agreement [Executed]#page2.tif source=MRI - Trademark Security Agreement [Executed]#page3.tif source=MRI - Trademark Security Agreement [Executed]#page4.tif source=MRI - Trademark Security Agreement [Executed]#page5.tif source=MRI - Trademark Security Agreement [Executed]#page6.tif source=MRI - Trademark Security Agreement [Executed]#page7.tif source=MRI - Trademark Security Agreement [Executed]#page8.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of February 10, 2020, is made by the Grantors (as identified below), in favor of Golub Capital Markets LLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, MRI SOFTWARE LLC, a Delaware limited liability company, CTM SOFTWARE, LLC, a Delaware limited liability company, HAPPY SOFTWARE, LLC, a Delaware limited liability company, WORKSPEED HOLDINGS, LLC, a Delaware limited liability company, MFIP LLC, an Ohio limited liability company, MRECONDOSYSTEMS LLC, a Delaware limited liability company, and LEVERTON HOLDING, LLC, a Delaware limited liability company (collectively, the “**Grantors**”), own the Trademark Collateral (as defined below); and

WHEREAS, the Grantors are party to a Security Agreement, dated as of February 10, 2020, (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time; the “**Security Agreement**”), among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted security interests to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interests granted by the Grantors to the Collateral Agent pursuant to the Security Agreement, the Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, security interests in all of the Grantors’ right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”): (a) all Trademarks (as defined in the Security Agreement), including the Trademarks registered or applied for in the United States Patent and Trademark Office and set forth on Schedule A annexed hereto, (b) the goodwill of such Grantor’s business associated with the use thereof or symbolized thereby, (c) all rights to sue at law or in equity for any past, present, and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing, (d) all agreements related to the license, ownership, development, use or disclosure of any of the foregoing, and (e) all Proceeds of any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto,; but excluding any Excluded Property (including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing (and acceptance by the United State Patent and Trademark Office) of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of security interests therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law).

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interests in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Upon the Termination Date (as defined in the Security Agreement), the security interests granted hereby shall automatically terminate, the Trademark Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Trademark Collateral shall revert to the Grantors, all without delivery of any instrument or performance of any act by any Person; provided, however, at the Grantors' request, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing confirming the release and termination of the security interests in the Trademark Collateral granted hereby for filing with the United States Patent and Trademark Office.

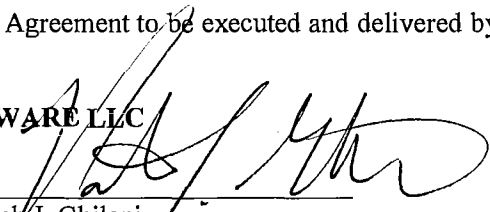
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTERESTS IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

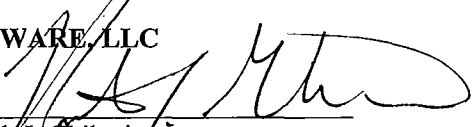
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IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

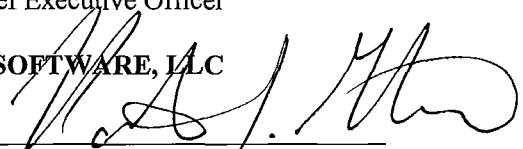
MRI SOFTWARE LLC

By: 
Name: Patrick J. Ghilani
Title: Chief Executive Officer

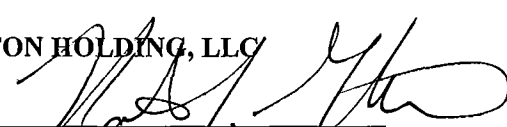
CTM SOFTWARE, LLC

By: 
Name: Patrick J. Ghilani
Title: Chief Executive Officer


HAPPY SOFTWARE, LLC

By: 
Name: Patrick J. Ghilani
Title: Chief Executive Officer

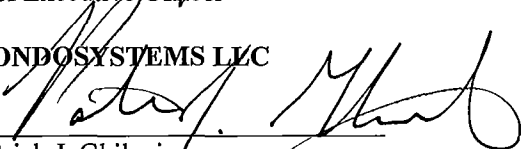
LEVERTON HOLDING, LLC

By: 
Name: Patrick J. Ghilani
Title: Chief Executive Officer

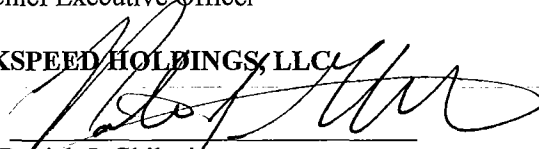
MFIP LLC

By: 
Name: Patrick J. Ghilani
Title: Chief Executive Officer

MRI ECONDO SYSTEMS LLC


By: 
Name: Patrick J. Ghilani
Title: Chief Executive Officer

WORKSPEED HOLDINGS, LLC

By: 
Name: Patrick J. Ghilani
Title: Chief Executive Officer





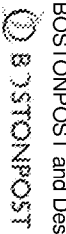
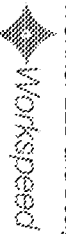

Accepted and Agreed:
GOLUB CAPITAL MARKETS LLC,
as the Collateral Agent

By:



Name: Robert G. Fuchscherer
Title: Managing Director

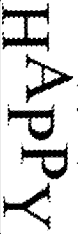

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

	Trademark	Owner	Registration Number	Registration Date
1.	MRI (Stylized) 	MRI Software LLC	5901747	05-Nov-2019
2.	MRI (Stylized) 	MRI Software LLC	5913179	19-Nov-2019
3.	MRI REAL ESTATE SOFTWARE	MRI Software LLC	5901662	05-Nov-2019
4.	MRI REAL ESTATE SOFTWARE	MRI Software LLC	5935895	17-Dec-2019
5.	CTM ECONTRACTS INTERACTIVE DIGITAL REAL ESTATE CONTRACTS and Design  <small>Associated with the Real Estate Contract</small>	CTM Software LLC ¹	5517754	17-Jul-2018
6.	CALLMAX	MRI Software LLC	5240401	11-Jul-2017
7.	MIX MRI INFORMATION EXCHANGE and Design  <small>Real Estate Information Exchange</small>	MRI Software LLC	4798972	25-Aug-2015
8.	BOSTONPOST and Design  WORKSPEED and Design	MRI Software LLC	4790434	11-Aug-2015
9.	 WORKSPEED	MRI Software LLC	4798793	25-Aug-2015
10.	VAULTWARE (Stylized) 	MRI Software LLC	4798703	25-Aug-2015

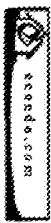
¹ The Company is in the process of updating title from CTM Software Corporation to CTM SOFTWARE, LLC.

	Trademark	Owner	Registration Number	Registration Date
	REHAB PRO DIRECT and Design			
11.	 REHAB PRO DIRECT	Happy Software, LLC ²	4737924	19-May-2015
12.	LEASEFLOW	Happy Software, LLC	4737866	19-May-2015
13.	LEASEFLOW	MRI Software LLC	4528805	13-May-2014
14.	MRI SOFTWARE and Design	MRI Software LLC	4528806	13-May-2014
15.	 MRI SOFTWARE	MRI Software LLC	4591512	26-Aug-2014
16.	WAITLISTCHECK	MRI Software LLC	4627162	28-Oct-2014
17.	HAPCHECK	Happy Software, LLC	4494004	11-Mar-2014
18.	HAPPY SOFTWARE and Design	Happy Software, LLC	4493997	11-Mar-2014
19.	 HAPPY SOFTWARE PROLEASE LEASE ADMINISTRATION	Happy Software, LLC	4500738	25-Mar-2014
20.	PROLEASE PROJECT TRACKING	MRI Software LLC	4604018	16-Sep-2014
21.	PROLEASE EQUIPMENT LEASING	MRI Software LLC	4604019	16-Sep-2014
22.		MRI Software LLC	5181831	11-Apr-2017

² The Company is in the process of updating all applicable titles from the name of HAPPY SOFTWARE, INC. to HAPPY SOFTWARE, LLC.

	Trademark	Owner	Registration Number	Registration Date
23.	PROLEASE WORKPLACE	MRI Software LLC	4513475	15-Apr-2014
	PROLEASE MAINTENANCE			
24.	PUNCHPRO	MRI Software LLC	4520193	29-Apr-2014
25.	TENANTCHECK	MRI Software LLC	4760698	23-Jun-2015
26.	MRI	Happy Software, LLC	3027708	13-Dec-2005
27.	HAPPY (Stylized)	MRI Software LLC	3049971	24-Jan-2006
28.	 HAPPY FSS PRO	Happy Software, LLC	2834551	20-Apr-2004
29.	BOSTONPOST PROPERTY MANAGER	Happy Software, LLC	2825217	23-Mar-2004
30.	PROLEASE	MRI Software LLC	2880087	31-Aug-2004
31.	WORKSPEED	MRI Software LLC	2627401	01-Oct-2002
32.	LINK SYSTEMS and Design	Workspeed Holdings, LLC	2545239	05-Mar-2002
33.	 LINK SYSTEMS VAULTWARE	MRI Software LLC	1982451	25-Jun-1996
34.		MRI Software LLC	2799606	2-Dec-2003 ^s

³ To be abandoned.

	Trademark	Owner	Registration Number	Registration Date
35.	VISUAL-PAGER	MFIP LLC	2311962	25-Jan-2000 ⁴
36.	RX READY MULTIPAGE	MFIP LLC	2421046	16-Jan-2001 ⁵
37.	MICROFRAME	MFIP LLC	3284795	26-Aug-2007 ⁶
38.		MFIP LLC	2380867	29-Aug-2000 ⁷
39.	ECONDO.COM and Design 	MRI eCondosystems LLC ⁸	2476714	07-Aug-2001
40.	LEVERTON	Leverton Holding, LLC ⁹	5111470	27-Dec-2016

⁴ To be abandoned.

⁵ To be abandoned.

⁶ To be abandoned.

⁷ To be abandoned.

⁸ The Company is in the process of updating title from econdo.com, Inc. to MRI ECONDOSYSTEMS LLC.

⁹ The Company is in the process of updating title from Leverton GmbH to LEVERTON HOLDING, LLC.