

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589668

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Second Lien Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Epicor Software Corporation		07/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KKR Loan Administration Services LLC		
Street Address:	9 West 57th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Registration Number:	4138147	1 EDI SOURCE	
Registration Number:	2769663	ACONNEX	
Registration Number:	2197219	A-DIS	
Registration Number:	2743068	AFTERMARKET CONNEX	
Registration Number:	2419475	AVANTE	
Registration Number:	2553867	BARCODEEXPERT	
Registration Number:	2952624	BUYERASSIST	
Registration Number:	1766594	CLIENTELE	
Registration Number:	1592376	DEPOT EXPRESS	
Registration Number:	2064878	DOCSTAR	
Registration Number:	4162432	DYNACHANGE	
Registration Number:	3393982	EAGLE	
Registration Number:	4813744	EAGLE N SERIES	
Registration Number:	4672114	EDI/PX	
Registration Number:	4423857	EDI/HQ	
Registration Number:	3151953	EPARTEXPERT	
Registration Number:	3107741	EPICOR	
Registration Number:	2567833	EPICOR	
Registration Number:	4945966	EPICOR	

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Property Type	Number	Word Mark
Registration Number:	4946233	EPICOR
Registration Number:	5341812	EPICOR SCHEDULING+
Registration Number:	4881645	FALCON
Registration Number:	2558429	FASPAC
Registration Number:	1620928	FASTSTART
Registration Number:	5079920	FFL COMPLIANCE MANAGER
Registration Number:	5115324	GROW BUSINESS, NOT SOFTWARE
Registration Number:	5087983	GROW BUSINESS NOT SOFTWARE
Registration Number:	5987508	HQXCHANGE
Registration Number:	1783968	HRVANTAGE
Registration Number:	5681041	INTELLIGENTXCHANGE
Registration Number:	2097248	INTERCHANGE
Registration Number:	4095521	ITEMEXPERT
Registration Number:	2408206	IVANTAGE
Registration Number:	2197385	J-CON
Registration Number:	4418874	LABOREXPERT
Registration Number:	1902426	LASERCAT
Registration Number:	1608080	LASERCAT
Registration Number:	5617922	MANAGEDXCHANGE
Registration Number:	5656228	P21
Registration Number:	4226165	PARTEXPERT
Registration Number:	2339121	PARTEXPERT
Registration Number:	1542066	PROFESSIONAL ESTIMATING
Registration Number:	2247555	PROPHET 21
Registration Number:	5890326	PROPHET 21
Registration Number:	2032042	SERVICEEXPERT
Registration Number:	3377430	SHOPCAT
Registration Number:	1346698	TELEPRICING
Registration Number:	2044073	VANTAGE
Registration Number:	4806988	VISION
Registration Number:	2895370	VISTA
Registration Number:	2018052	VISTA
Registration Number:	1741066	RF NAVIGATOR

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: 2127013365

Email: ecarrera@cahill.com
Correspondent Name: Elaine Carrera, Senior Paralegal
Address Line 1: 80 Pine Street
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER: 46510.0023

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 07/31/2020

Total Attachments: 8

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated July 31, 2020, is made by Epicor Software Corporation (in such capacity, the “Grantor”) in favor of KKR Loan Administration Services LLC (“KLAS”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Epicor Software Corporation, a Delaware corporation (in such capacity, the “Borrower”), Epicor, Inc., a Delaware corporation (“Holdings”), KLAS, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Second Lien Credit Agreement dated as of July 31, 2020 (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Second Lien Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in **Schedule A** hereto (excluding any Excluded Property)

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs,

expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

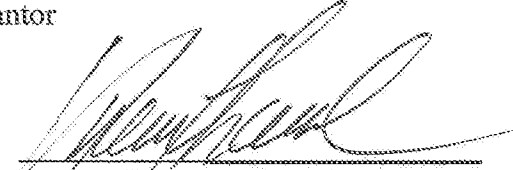
SECTION 8. Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Collateral Agent pursuant to this IP Security Agreement are, prior to the Discharge of First Lien Credit Agreement Secured Obligations, expressly subordinated to those granted to the First Lien Collateral Agent pursuant to the First Lien Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the of the Second Lien Intercreditor Agreement (and any other intercreditor agreement). In the event of any conflict between the terms of the Second Lien Intercreditor Agreement (or such other intercreditor agreement) and this IP Security Agreement,

the terms of the Second Lien Intercreditor Agreement (or such other intercreditor agreement) shall govern and control.

[Signature Pages Follow]

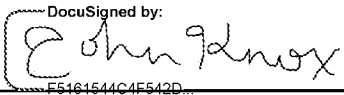
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EPICOR SOFTWARE CORPORATION,
as Grantor

By: 
Name: Vincent D. Lowder
Title: Vice President and Secretary

[Signature Page to Intellectual Property Security Agreement (Trademarks)]

KKR LOAN ADMINISTRATION
SERVICES LLC,
as Collateral Agent

By: 
Name: John Knox
Title: CFO

SCHEDULE A

United States Trademarks:

<u>Owner</u>	<u>Trademark</u>	<u>App. Number</u>	<u>Reg. Number</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Country</u>	<u>Status</u>
EPICOR SOFTWARE CORPORATION	1 EDI SOURCE	85397017	4138147	12-AUG-2011	8-MAY-2012	US	REGISTERED
EPICOR SOFTWARE CORPORATION	ACONNEX	76181573	2769663	15-DEC-2000	30-SEP-2003	US	REGISTERED
EPICOR SOFTWARE CORPORATION	A-DIS	75250918	2197219	03-MAR-1997	20-OCT-1998	US	REGISTERED
EPICOR SOFTWARE CORPORATION	AFTERMARKET CONNEX	76143935	2743068	06-OCT-2000	29-JUL-2003	US	REGISTERED
EPICOR SOFTWARE CORPORATION	AVANTE	75372310	2419475	14-OCT-1997	09-JAN-2001	US	REGISTERED
EPICOR SOFTWARE CORPORATION	BARCODEEXPERT	76035741	2553867	27-APR-2000	26-MAR-2002	US	REGISTERED
EPICOR SOFTWARE CORPORATION	BUYERASSIST	76508220	2952624	22-APR-2003	17-MAY-2005	US	REGISTERED
EPICOR SOFTWARE CORPORATION	CLIENTELE	74175209	1766594	11-JUN-1991	20-APR-1993	US	REGISTERED
EPICOR SOFTWARE CORPORATION	DEPOT EXPRESS	73821645	1592376	25-AUG-1989	17-APR-1990	US	REGISTERED
EPICOR SOFTWARE CORPORATION	DOCSTAR	75090915	2064878	10-APR-1996	27-MAY-1997	US	REGISTERED
EPICOR SOFTWARE CORPORATION	DYNACHANGE	85390158	4162432	04-AUG-2011	19-JUN-2012	US	REGISTERED
EPICOR SOFTWARE CORPORATION	EAGLE	77041916	3393982	10-NOV-2006	11-MAR-2008	US	REGISTERED
EPICOR SOFTWARE CORPORATION	EAGLE N SERIES	86199487	4813744	20-FEB-2014	15-SEP-2015	US	REGISTERED
EPICOR SOFTWARE CORPORATION	EDI/PX	85567466	4672114	12-MAR-2012	13-JAN-2015	US	REGISTERED
EPICOR SOFTWARE CORPORATION	EDI/HQ	85566279	4423857	11-MAR-2012	29-OCT-2013	US	REGISTERED
EPICOR SOFTWARE CORPORATION	EPARTEXPERT	78515153	3151953	11-NOV-2004	03-OCT-2006	US	REGISTERED
EPICOR SOFTWARE CORPORATION	EPICOR	78398905	3107741	08-APR-2004	20-JUN-2006	US	REGISTERED
EPICOR SOFTWARE CORPORATION	EPICOR	75643945	2567833	19-FEB-1999	07-MAY-2002	US	REGISTERED
EPICOR SOFTWARE CORPORATION	EPICOR	86757570	4945966	15-SEP-2015	26-APR-2016	US	REGISTERED
EPICOR SOFTWARE CORPORATION	EPICOR (Stylized)	86764124	4946233	22-SEP-2015	26-APR-2016	US	REGISTERED
EPICOR SOFTWARE CORPORATION	EPICOR SCHEDULING+	87112314	5341812	21-JUL-2016	21-NOV-2017	US	REGISTERED

<u>Owner</u>	<u>Trademark</u>	<u>App. Number</u>	<u>Reg. Number</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Country</u>	<u>Status</u>
EPICOR SOFTWARE CORPORATION	FALCON	86674919	4881645	25-JUN-2015	5-JAN-2016	US	REGISTERED
EPICOR SOFTWARE CORPORATION	FASPAC	76173991	2558429	04-DEC-2000	09-APR-2002	US	REGISTERED
EPICOR SOFTWARE CORPORATION	FASTSTART	73817520	1620928	07-AUG-1989	06-NOV-1990	US	REGISTERED
EPICOR SOFTWARE CORPORATION	FFL COMPLIANCE MANAGER	86957300	5079920	29-MAR-2016	8-NOV-2016	US	REGISTERED
EPICOR SOFTWARE CORPORATION	GROW BUSINESS, NOT SOFTWARE	86646221	5115324	29-MAY-2015	3-JAN-2017	US	REGISTERED
EPICOR SOFTWARE CORPORATION	GROW BUSINESS, NOT SOFTWARE and Cloud Design	86757541	5087983	15-SEP-2015	22-NOV-2016	US	REGISTERED
EPICOR SOFTWARE CORPORATION	HQXCHANGE	88168949	5987508	25-OCT-2018	18-FEB-2020	US	REGISTERED
EPICOR SOFTWARE CORPORATION	HRVANTAGE (Design)	74330863	1783968	13-NOV-1992	27-JUL-1993	US	REGISTERED
EPICOR SOFTWARE CORPORATION	INTELLIGENTXCHANGE	87137085	5681041	12-AUG-2016	19-FEB-2019	US	REGISTERED
EPICOR SOFTWARE CORPORATION	INTERCHANGE	75139244	2097248	24-JUL-1996	16-SEP-1997	US	REGISTERED
EPICOR SOFTWARE CORPORATION	ITEMEXPERT	85219183	4095521	17-JAN-2011	07-FEB-2012	US	REGISTERED
EPICOR SOFTWARE CORPORATION	IVANTAGE	75753671	2408206	19-JUL-1999	28-NOV-2000	US	REGISTERED
EPICOR SOFTWARE CORPORATION	J-CON	75276236	2197385	17-APR-1997	20-OCT-1998	US	REGISTERED
EPICOR SOFTWARE CORPORATION	LABOREXPERT	85052050	4418874	01-JUN-2010	15-OCT-2013	US	REGISTERED
EPICOR SOFTWARE CORPORATION	LASERCAT	74413375	1902426	16-JUL-1993	04-JUL-1995	US	REGISTERED
EPICOR SOFTWARE CORPORATION	LASERCAT	73801322	1608080	19-MAY-1989	31-JUL-1990	US	REGISTERED
EPICOR SOFTWARE CORPORATION	MANAGEDXCHANGE	87137057	5617922	12-AUG-2016	27-NOV-2018	US	REGISTERED
EPICOR SOFTWARE CORPORATION	P21	87148106	5656228	23-AUG-2016	15-JAN-2019	US	REGISTERED
EPICOR SOFTWARE CORPORATION	PARTEXPERT	85058105	4226165	09-JUN-2010	16-OCT-2012	US	REGISTERED
EPICOR SOFTWARE CORPORATION	PARTEXPERT	75426211	2339121	30-JAN-1998	04-APR-2000	US	REGISTERED
EPICOR SOFTWARE CORPORATION	PROFESSIONAL ESTIMATING	73697199	1542066	23-NOV-1987	30-MAY-1989	US	REGISTERED
EPICOR SOFTWARE CORPORATION	PROPHET 21	75439843	2247555	24-FEB-1998	25-MAY-1999	US	REGISTERED
EPICOR SOFTWARE CORPORATION	PROPHET 21	88382159	5890326	11-APR-2019	22-OCT-2019	US	REGISTERED

<u>Owner</u>	<u>Trademark</u>	<u>App. Number</u>	<u>Reg. Number</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Country</u>	<u>Status</u>
EPICOR SOFTWARE CORPORATION	SERVICEEXPERT	75049050	2032042	26-JAN-1996	21-JAN-1997	US	REGISTERED
EPICOR SOFTWARE CORPORATION	SHOPCAT	77139366	3377430	23-MAR-2007	05-FEB-2008	US	REGISTERED
EPICOR SOFTWARE CORPORATION	TELEPRICING	73473625	1346698	03-APR-1984	02-JUL-1985	US	REGISTERED
EPICOR SOFTWARE CORPORATION	VANTAGE	74499767	2044073	14-MAR-1994	11-MAR-1997	US	REGISTERED
EPICOR SOFTWARE CORPORATION	VISION	86420711	4806988	10-OCT-2014	8-SEP-2015	US	REGISTERED
EPICOR SOFTWARE CORPORATION	VISTA	78237673	2895370	14-APR-2003	19-OCT-2004	US	REGISTERED
EPICOR SOFTWARE CORPORATION	VISTA	74445598	2018052	12-OCT-1993	19-NOV-1996	US	REGISTERED
EPICOR SOFTWARE CORPORATION (F/K/A EPICOR LBM, INC.)	RF NAVIGATOR	74269250	1741066	27-APR-1992	22-DEC-1992	US	REGISTERED