

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603104

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APPLIED BUSINESS SOFTWARE, INC.		10/15/2020	Corporation:
RECEIVING PARTY DATA			
Name:	BYLINE BANK, as Agent		
Street Address:	180 North LaSalle Street, Suite 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4163226	THE MORTGAGE OFFICE	
Registration Number:	4594743	THE LOAN OFFICE	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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>			
Email:	ahesla@duanemorris.com		
Correspondent Name:	Robert E. Horwath		
Address Line 1:	190 S LaSalle Street Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	G4599-00044		
NAME OF SUBMITTER:	Robert E. Horwath		
SIGNATURE:	/s/Robert E. Horwath		
DATE SIGNED:	10/15/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of October 15, 2020, is made by **APPLIED BUSINESS SOFTWARE, INC.**, a Delaware corporation (as successor by conversion to Applied Business Software, Inc., a California corporation) (“*Grantor*”), in favor of **BYLINE BANK**, an Illinois banking corporation, as the administrative agent and collateral agent (the “*Agent*”) for the lenders under that certain Credit Agreement (defined below).

WHEREAS, Grantor and **ABS INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company (together with Grantor, individually and collectively, “*Borrower*”), are borrowers under that certain Revolving Credit and Term Loan Agreement dated as of the date hereof among Borrower, **ABS TOPCO HOLDINGS, LLC**, a Delaware limited liability company (“*Parent*”), the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”).

WHEREAS, the Borrowers and Parent are party to that certain Security Agreement of even date herewith in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*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, Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. Security Interest. As security for the Obligations, Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “*Collateral*”). Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. Incorporation by Reference. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

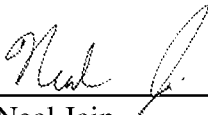
SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

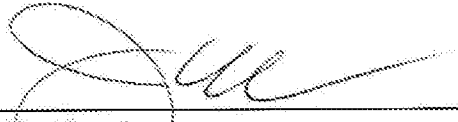
GRANTOR:

APPLIED BUSINESS SOFTWARE, INC., a Delaware corporation (as successor by merger to Applied Business Software, Inc., a California corporation), as Grantor

By:  _____
Name: Neal Jain
Title: Vice President

Accepted:

BYLINE BANK, as Agent

By: 
Name: Jim Kuncl
Title: Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007077 FRAME: 0714

EXHIBIT A

Registered Trademark	Status	Registration Number	Date of Registration	Owner	Jurisdiction
The Mortgage Office	Registered	4,163,226	06-26-2012	Applied Business Software, Inc.	USA
THE MORTGAGE OFFICE	Registered	TMA829,853	08-14-2012	Applied Business Software, Inc.	Canada
The Loan Office	Registered	4,594,743	08-26-2014	Applied Business Software, Inc.	USA