

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604290

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Applied Business Software, Inc. (as successor by conversion to Applied Business Software, Inc., a California corporation)		10/15/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Aldine Capital Fund III, L.P.		
Street Address:	444 W. Lake St., Suite 4550		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
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:	6142243246		
<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:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	1500 Broadway, Suite 2900		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	10/21/2020		
Total Attachments: 4			
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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 **ALDINE CAPITAL FUND III, L.P.**, a Delaware limited partnership (the “**Purchaser**”) under that certain Note Purchase Agreement (defined below).

WHEREAS, Grantor and **ABS INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company (together with Grantor, individually and collectively, “**Issuer**”), are borrowers under that certain Senior Subordinated Note Purchase Agreement dated as of the date hereof among Issuer, **ABS TOPCO HOLDINGS, LLC**, a Delaware limited liability company (“**Parent**”), and the Purchaser (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Note Purchase Agreement**”).

WHEREAS, the Issuer and Parent are party to that certain Security Agreement of even date herewith in favor of the Purchaser (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 Note Purchase Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Note Purchase 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 Purchaser a continuing second 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 Purchaser 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.

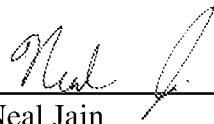
SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[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:

ALDINE CAPITAL FUND III, L.P.

By: Aldine GP III, LLC, its General Partner

By: Aldine Capital Partners, Inc., its manager

By:  _____

Name: Steve Groya

Title: Vice President

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