

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607691

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ECI SOFTWARE SOLUTIONS, INC.		11/09/2020	Corporation: DELAWARE
ECI MACOLA/MAX, LLC		11/09/2020	Limited Liability Company: DELAWARE
ECI JOBOSS, LLC		11/09/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as First Lien Collateral Agent
Street Address:	101 N. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	3080472	ACSELLERATE
Registration Number:	5833696	B BUILDTOOLS
Registration Number:	3757349	BRITANNIA
Registration Number:	6061797	BUILDTOOLS
Registration Number:	5465840	CARTIQ
Registration Number:	6170651	COGNYTICS
Registration Number:	1916301	DDMS
Registration Number:	5743328	DDMSPLUS
Registration Number:	2660937	DISTRIBUTOR STATION
Registration Number:	5772994	E-AUTOMATE
Registration Number:	2483394	E-AUTOMATE
Registration Number:	3607284	ECI
Registration Number:	3607285	ECI
Registration Number:	3716100	ECI
Registration Number:	4016909	ECINTELLIGENCE

OP \$1565.00 3080472

Property Type	Number	Word Mark
Registration Number:	3667112	ECINTERACTIVE
Registration Number:	4901971	ECINTERACTIVEPLUS
Registration Number:	4447629	FMAUDIT
Registration Number:	5301656	IHMS
Registration Number:	6140530	IOPT
Registration Number:	3211208	JOBBOSS
Registration Number:	5025189	JUMPTRACK
Registration Number:	5301655	LOTBUZZ
Registration Number:	5588731	LOTINSIGHT
Registration Number:	5442068	LOTVUE
Registration Number:	4102235	M1
Registration Number:	1862394	MACOLA
Registration Number:	5335460	MARKSYSTEMS
Registration Number:	2247662	MAX
Registration Number:	2476124	OFFICEBOSS
Registration Number:	3364050	OMD
Registration Number:	4714133	OMD SERVICE ON THE GO
Registration Number:	2453153	OMD VISION
Registration Number:	2595951	PRESSBOX
Registration Number:	3676165	PRINT AUDIT
Registration Number:	3447628	PRINTFLEET
Registration Number:	3452065	PRINTFLEET
Registration Number:	3434217	PRINTFLEET
Registration Number:	4943895	PRINTFLEET VISION
Registration Number:	1860315	PROGRESSION
Registration Number:	5128370	PROSPERITYERP
Registration Number:	4666898	RED CHEETAH
Registration Number:	4882401	RED FALCON
Registration Number:	4551260	REMOTETECH
Registration Number:	4878005	REMOTETECH
Registration Number:	5580886	ROCKSOLID MAX
Registration Number:	2726002	ROCKSOLID POS
Registration Number:	1454946	SPRUCE
Registration Number:	3171198	TEAMACCESS
Registration Number:	3168166	TEAM DESIGN
Registration Number:	3168178	TEAM-QUOTES!
Registration Number:	3201134	TEAM-RELAY!
Registration Number:	4714134	TECH RAPTOR

Property Type	Number	Word Mark
Registration Number:	5442069	LV LOTVUE
Serial Number:	88670800	ECI
Serial Number:	88670816	ECI
Serial Number:	88432047	ECI
Serial Number:	88432070	ECI
Serial Number:	88432077	ECI
Serial Number:	87805465	SPRUCE
Serial Number:	86920120	SPRUCEWARE.NET
Serial Number:	90260086	THERMOGRID

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

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:	1287332 TM
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	11/09/2020

Total Attachments: 9

source=ECi - Trademark Security Agreement [Executed]- Filing#page3.tif
source=ECi - Trademark Security Agreement [Executed]- Filing#page4.tif
source=ECi - Trademark Security Agreement [Executed]- Filing#page5.tif
source=ECi - Trademark Security Agreement [Executed]- Filing#page6.tif
source=ECi - Trademark Security Agreement [Executed]- Filing#page7.tif
source=ECi - Trademark Security Agreement [Executed]- Filing#page8.tif
source=ECi - Trademark Security Agreement [Executed]- Filing#page9.tif
source=ECi - Trademark Security Agreement [Executed]- Filing#page10.tif
source=ECi - Trademark Security Agreement [Executed]- Filing#page11.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated November 9, 2020, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of BANK OF AMERICA, N.A. ("Bank of America") as Collateral Agent (the "First Lien 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, ECI MACOLA/MAX HOLDING, LLC, a Delaware limited liability company (the "Parent Borrower"), ECI SOFTWARE SOLUTIONS, INC., a Delaware corporation (the "Co-Borrower"), and together with the Parent Borrower, the "Borrowers"), ECLIPSE ACQUISITION LLC, a Delaware limited liability company ("Holdings"), Bank of America, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and each other party thereto have entered into the First Lien Credit Agreement dated as of November 9, 2020 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the First 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, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark 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, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the First Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "First Lien Collateral"):

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

SECTION 2. Security for Obligations. The grant of a security interest in the First Lien Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such 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 Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such 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 Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark 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 Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the First Lien Collateral Agent with respect to the First Lien 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 Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark 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 Trademark 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.

[Signature Pages Follow]

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

ECI SOFTWARE SOLUTIONS, INC.,
as an Initial Grantor

By: 

Name: Gordon P. Kushner
Title: Secretary

ECI MACOLA/MAX, LLC,
as an Initial Grantor

By: 

Name: Gordon P. Kushner
Title: Secretary

ECI JOBBOSS, LLC,
as an Initial Grantor

By: 

Name: Gordon P. Kushner
Title: Secretary

BANK OF AMERICA, N.A.,
as First Lien Collateral Agent

By:  _____
Name: Angela Larkin
Title: Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark	Status	App. Number	Reg. Number	App. Date	Reg. Date	Owner
ACSELLERATE	Registered	78347192	3080472	01-JAN-2004	11-APR-2006	ECI SOFTWARE SOLUTIONS, INC.
B BUILDTOOLS	Registered	88272449	5833696	23-JAN-2019	13-AUG-2019	ECI SOFTWARE SOLUTIONS, INC.
BRITANNIA	Registered	77790042	3757349	27-JUL-2009	09-MAR-2010	ECI SOFTWARE SOLUTIONS, INC.
BUILDTOOLS	Registered	88367702	6061797	02-APR-2019	26-MAY-2020	ECI SOFTWARE SOLUTIONS, INC.
CARTIQ	Registered	87367897	5465840	12-MAR-2017	08-MAY-2018	ECI SOFTWARE SOLUTIONS, INC.
COGNYTICS	Registered	88527723	6170651	22-JUL-2019	06-OCT-2020--	ECI SOFTWARE SOLUTIONS, INC.
DDMS	Registered	74576148	1916301	20-SEP-1994	05-SEP-1995	ECI SOFTWARE SOLUTIONS, INC.
DDMSPLUS	Registered	87897275	5743328	27-APR-2018	07-MAY-2019	ECI SOFTWARE SOLUTIONS, INC.
DISTRIBUTOR STATION	Registered	76152837	2660937	24-OCT-2000	10-DEC-2002	ECI SOFTWARE SOLUTIONS, INC.
E-AUTOMATE	Registered	87897281	5772994	27-APR-2018	11-JUN-2019	ECI SOFTWARE SOLUTIONS, INC.
E-AUTOMATE	Registered	75773465	2483394	11-AUG-1999	28-AUG-2001	ECI SOFTWARE SOLUTIONS, INC.
ECI	Pending Intent To Use	88670800	--	28-OCT-2019	--	ECI SOFTWARE SOLUTIONS, INC.
ECI	Pending Intent To Use	88670816	--	28-OCT-2019	--	ECI SOFTWARE SOLUTIONS, INC.

Trademark	Status	App. Number	Reg. Number	App. Date	Reg. Date	Owner
ECI	Pending Intent To Use	88432047	--	15-MAY-2019	--	ECI SOFTWARE SOLUTIONS, INC.
ECI	Pending Intent To Use	88432070	--	15-MAY-2019	--	ECI SOFTWARE SOLUTIONS, INC.
ECI	Pending Intent To Use	88432077	--	15-MAY-2019	--	ECI SOFTWARE SOLUTIONS, INC.
ECI	Registered	77420890	3607284	13-MAR-2008	14-APR-2009	ECI SOFTWARE SOLUTIONS, INC.
ECI	Registered	77420896	3607285	13-MAR-2008	14-APR-2009	ECI SOFTWARE SOLUTIONS, INC.
ECI	Registered	77420900	3716100	13-MAR-2008	24-NOV-2009	ECI SOFTWARE SOLUTIONS, INC.
ECINTELLIGENCE	Registered	85066263	4016909	18-JUN-2010	23-AUG-2011	ECI SOFTWARE SOLUTIONS, INC.
ECINTERACTIVE	Registered	77053225	3667112	29-NOV-2006	11-AUG-2009	ECI SOFTWARE SOLUTIONS, INC.
ECINTERACTIVEPLUS	Registered	86713425	4901971	03-AUG-2015	16-FEB-2016	ECI SOFTWARE SOLUTIONS, INC.
FMAUDIT	Registered	85916241	4447629	26-APR-2013	10-DEC-2013	ECI SOFTWARE SOLUTIONS, INC.
IHMS	Registered	87447464	5301656	12-MAY-2017	03-OCT-2017	ECI SOFTWARE SOLUTIONS, INC.
IOPT	Registered	88783572	6140530	03-FEB-2020	01-SEP-2020	ECI SOFTWARE SOLUTIONS, INC.
JOBBOSS	Registered	78869170	3211208	25-APR-2006	20-FEB-2007	ECI JOBBOSS, LLC
JUMPTRACK	Registered	86692043	5025189	14-JUL-2015	23-AUG-2016	ECI SOFTWARE SOLUTIONS, INC.
LOTBUZZ	Registered	87447460	5301655	12-MAY-2017	03-OCT-2017	ECI SOFTWARE SOLUTIONS, INC.
LOTINSIGHT	Registered	87447461	5588731	12-MAY-2017	23-OCT-2018	ECI SOFTWARE SOLUTIONS, INC.

Trademark	Status	App. Number	Reg. Number	App. Date	Reg. Date	Owner
LOTVUE	Registered	87447453	5442068	12-MAY-2017	10-APR-2018	ECI SOFTWARE SOLUTIONS, INC.
M1	Registered	85366751	4102235	08-JUL-2011	21-FEB-2012	ECI SOFTWARE SOLUTIONS, INC.
MACOLA	Registered	74466496	1862394	07-DEC-1993	15-NOV-1994	ECI MACOLA/MAX, LLC
MARKSYSTEMS	Registered	87447466	5335460	12-MAY-2017	14-NOV-2017	ECI SOFTWARE SOLUTIONS, INC.
MAX	Registered	75456980	2247662	25-MAR-1998	25-MAY-1999	ECI MACOLA/MAX, LLC
OFFICEBOSS	Registered	75479398	2476124	04-MAY-1998	07-AUG-2001	ECI JOBOSS, LLC
OMD	Registered	76567517	3364050	15-DEC-2003	08-JAN-2008	ECI SOFTWARE SOLUTIONS, INC.
OMD SERVICE ON THE GO	Registered	86975327	4714133	30-OCT-2013	31-MAR-2015	ECI SOFTWARE SOLUTIONS, INC.
OMD VISION	Registered	76045397	2453153	10-MAY-2000	22-MAY-2001	ECI SOFTWARE SOLUTIONS, INC.
PRESSBOX	Registered	76270754	2595951	14-JUN-2001	16-JUL-2002	ECI SOFTWARE SOLUTIONS, INC.
PRINT AUDIT	Registered	77672622	3676165	18-FEB-2009	01-SEP-2009	ECI SOFTWARE SOLUTIONS, INC.
PRINTFLEET	Registered	77134371	3447628	19-MAR-2007	17-JUN-2008	ECI SOFTWARE SOLUTIONS, INC.
PRINTFLEET	Registered	77134374	3452065	19-MAR-2007	24-JUN-2008	ECI SOFTWARE SOLUTIONS, INC.
PRINTFLEET	Registered	77134376	3434217	19-MAR-2007	27-MAY-2008	ECI SOFTWARE SOLUTIONS, INC.
PRINTFLEET VISION	Registered	86256714	4943895	18-APR-2014	26-APR-2016	ECI SOFTWARE SOLUTIONS, INC.
PROGRESSION	Registered	74380630	1860315	16-APR-1993	25-OCT-1994	ECI MACOLA/MAX, LLC

Trademark	Status	App. Number	Reg. Number	App. Date	Reg. Date	Owner
PROSPERITYERP	Registered	87072039	5128370	15-JUN-2016	24-JAN-2017	ECI SOFTWARE SOLUTIONS, INC.
RED CHEETAH	Registered	86290068	4666898	23-MAY-2014	06-JAN-2015	ECI SOFTWARE SOLUTIONS, INC.
RED FALCON	Registered	86310612	4882401	16-JUN-2014	05-JAN-2016	ECI SOFTWARE SOLUTIONS, INC.
REMOTETECH	Registered	86105165	4551260	30-OCT-2013	17-JUN-2014	ECI SOFTWARE SOLUTIONS, INC.
REMOTETECH	Registered	86105167	4878005	30-OCT-2013	29-DEC-2015	ECI SOFTWARE SOLUTIONS, INC.
ROCKSOLID MAX	Registered	87895324	5580886	27-APR-2018	09-OCT-2018	ECI SOFTWARE SOLUTIONS, INC.
ROCKSOLID POS	Registered	78099253	2726002	19-DEC-2001	10-JUN-2003	ECI SOFTWARE SOLUTIONS, INC.
SPRUCE	Pending	87805465	--	21-FEB-2018	--	ECI SOFTWARE SOLUTIONS, INC.
SPRUCE	Registered	73590923	1454946	31-MAR-1986	01-SEP-1987	ECI SOFTWARE SOLUTIONS, INC.
SPRUCEWARE.NET	Pending	86920120	--	25-FEB-2016	--	ECI SOFTWARE SOLUTIONS, INC.
TEAMACCESS	Registered	78765869	3171198	02-DEC-2005	14-NOV-2006	ECI SOFTWARE SOLUTIONS, INC.
TEAMDESIGN	Registered	78762701	3168166	29-NOV-2005	07-NOV-2006	ECI SOFTWARE SOLUTIONS, INC.
TEAM-QUOTES!	Registered	78763745	3168178	30-NOV-2005	07-NOV-2006	ECI SOFTWARE SOLUTIONS, INC.
TEAM-RELAY!	Registered	78765891	3201134	02-DEC-2005	23-JAN-2007	ECI SOFTWARE SOLUTIONS, INC.
TECH RAPTOR	Registered	86975329	4714134	30-OCT-2013	31-MAR-2015	ECI SOFTWARE SOLUTIONS, INC.
THERMOGRID	Pending	90260086		16-OCT-2020		ECI SOFTWARE SOLUTIONS, INC.

Trademark	Status	App. Number	Reg. Number	App. Date	Reg. Date	Owner
V LOTVUE	Registered	87447458	5442069	12-MAY-2017	10-APR-2018	ECI SOFTWARE SOLUTIONS, INC.