

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ECI SOFTWARE SOLUTIONS, INC.		11/09/2020	Corporation: DELAWARE
ECI MACOLA/MAX HOLDING, LLC		11/09/2020	Limited Liability Company: DELAWARE
ECI MACOLA/MAX, LLC		11/09/2020	Limited Liability Company: DELAWARE
ECI JOBBOSS, LLC		11/09/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as collateral agent		
Street Address:	13737 Noel Road, Suite 800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
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	
TRADEMARK			

Property Type	Number	Word Mark
Registration Number:	4016909	ECINTELLIGENCE
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!

Property Type	Number	Word Mark
Registration Number:	4714134	TECH RAPTOR
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: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.00224
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	11/11/2020

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND 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 U.S. BANK NATIONAL ASSOCIATION (“U.S. Bank”) as Collateral Agent (the “Second 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 Indenture and the Security Agreement referred to below.

WHEREAS, ECI MACOLA/MAX HOLDING, LLC, a Delaware limited liability company (the “Parent Issuer”), ECI SOFTWARE SOLUTIONS, INC., a Delaware corporation (the “Co-Issuer”, and together with the Parent Issuer, the “Issuers”), the other Guarantors party thereto from time to time, U.S. Bank as the trustee (the “Trustee”) and Collateral Agent have entered into the Indenture 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 “Indenture”);

WHEREAS, in connection with the Indenture, the Grantors and the Second Lien Collateral Agent have 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”);

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Second 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 Second 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 “Second 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 Second Lien Notes Obligations. The grant of a security interest in the Second Lien Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Second Lien Notes Obligations of such Grantor now or hereafter existing under or in respect of the Notes 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 Second Lien Notes Obligations and that would be owed by such Grantor to any Secured Party under the Notes Documents but for the fact that such secured Second Lien Notes Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Note 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. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Trademark Security 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 Second Lien Collateral Agent with respect to the Second 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.

SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the Liens and Security Interests granted to the Second Lien Collateral Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to those granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including Liens and Security Interests granted to the Senior Credit Agreement Collateral Agent (as defined in the Intercreditor Agreement) and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

[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.
ECI MACOLA/MAX HOLDING, LLC
ECI MACOLA/MAX, LLC
ECI JOBBOSS, LLC,
as an Initial Grantor

By: 

Name: Gordon P. Kushner

Title: Secretary

[Signature Page to the Second Lien Trademark Security Agreement]

U.S. BANK NATIONAL ASSOCIATION,
as Second Lien Collateral Agent

By: 
Name: Michael K. Herberger
Title: Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Application No.	Registration No.
ECI SOFTWARE SOLUTIONS, INC.	ACSELLERATE	78347192	3080472
ECI SOFTWARE SOLUTIONS, INC.	B BUILDTOOLS	88272449	5833696
ECI SOFTWARE SOLUTIONS, INC.	BRITANNIA	77790042	3757349
ECI SOFTWARE SOLUTIONS, INC.	BUILDTOOLS	88367702	6061797
ECI SOFTWARE SOLUTIONS, INC.	CARTIQ	87367897	5465840
ECI SOFTWARE SOLUTIONS, INC.	COGNYTICS	88527723	6170651
ECI SOFTWARE SOLUTIONS, INC.	DDMS	74576148	1916301
ECI SOFTWARE SOLUTIONS, INC.	DDMSPLUS	87897275	5743328
ECI SOFTWARE SOLUTIONS, INC.	DISTRIBUTOR STATION	76152837	2660937
ECI SOFTWARE SOLUTIONS, INC.	E-AUTOMATE	87897281	5772994
ECI SOFTWARE SOLUTIONS, INC.	E-AUTOMATE	75773465	2483394
ECI SOFTWARE SOLUTIONS, INC.	ECI	88670800	--
ECI SOFTWARE SOLUTIONS, INC.	ECI	88670816	--
ECI SOFTWARE SOLUTIONS, INC.	ECI	88432047	--
ECI SOFTWARE SOLUTIONS, INC.	ECI	88432070	--
ECI SOFTWARE SOLUTIONS, INC.	ECI	88432077	--
ECI SOFTWARE SOLUTIONS, INC.	ECI	77420890	3607284
ECI SOFTWARE SOLUTIONS, INC.	ECI	77420896	3607285
ECI SOFTWARE SOLUTIONS, INC.	ECI	77420900	3716100
ECI SOFTWARE SOLUTIONS, INC.	ECINTELLIGEN CE	85066263	4016909
ECI SOFTWARE SOLUTIONS, INC.	ECINTERACTIV E	77053225	3667112
ECI SOFTWARE SOLUTIONS, INC.	ECINTERACTIV EPLUS	86713425	4901971
ECI SOFTWARE SOLUTIONS, INC.	FMAUDIT	85916241	4447629
ECI SOFTWARE SOLUTIONS, INC.	IHMS	87447464	5301656
ECI SOFTWARE SOLUTIONS, INC.	IOPT	88783572	6140530
ECI JOBBOSS, LLC	JOBBOSS	78869170	3211208
ECI SOFTWARE SOLUTIONS, INC.	JUMPTRACK	86692043	5025189
ECI SOFTWARE SOLUTIONS, INC.	LOTBUZZ	87447460	5301655
ECI SOFTWARE SOLUTIONS, INC.	LOTINSIGHT	87447461	5588731
ECI SOFTWARE SOLUTIONS, INC.	LOTVUE	87447453	5442068
ECI SOFTWARE SOLUTIONS, INC.	MI	85366751	4102235
ECI MACOLA/MAX, LLC	MACOLA	74466496	1862394
ECI SOFTWARE SOLUTIONS, INC.	MARKSYSTEM S	87447466	5335460

Registered owner/ Grantor	Trademark	Application No.	Registration No.
ECI MACOLA/MAX, LLC	MAX	75456980	2247662
ECI JOBBOSS, LLC	OFFICEBOSS	75479398	2476124
ECI SOFTWARE SOLUTIONS, INC.	OMD	76567517	3364050
ECI SOFTWARE SOLUTIONS, INC.	OMD SERVICE ON THE GO	86975327	4714133
ECI SOFTWARE SOLUTIONS, INC.	OMD VISION	76045397	2453153
ECI SOFTWARE SOLUTIONS, INC.	PRESSBOX	76270754	2595951
ECI SOFTWARE SOLUTIONS, INC.	PRINT AUDIT	77672622	3676165
ECI SOFTWARE SOLUTIONS, INC.	PRINTFLEET	77134371	3447628
ECI SOFTWARE SOLUTIONS, INC.	PRINTFLEET	77134374	3452065
ECI SOFTWARE SOLUTIONS, INC.	PRINTFLEET	77134376	3434217
ECI SOFTWARE SOLUTIONS, INC.	PRINTFLEET VISION	86256714	4943895
ECI MACOLA/MAX, LLC	PROGRESSION	74380630	1860315
ECI SOFTWARE SOLUTIONS, INC.	PROSPERITYER P	87072039	5128370
ECI SOFTWARE SOLUTIONS, INC.	RED CHEETAH	86290068	4666898
ECI SOFTWARE SOLUTIONS, INC.	RED FALCON	86310612	4882401
ECI SOFTWARE SOLUTIONS, INC.	REMOTETECH	86105165	4551260
ECI SOFTWARE SOLUTIONS, INC.	REMOTETECH	86105167	4878005
ECI SOFTWARE SOLUTIONS, INC.	ROCKSOLID MAX	87895324	5580886
ECI SOFTWARE SOLUTIONS, INC.	ROCKSOLID POS	78099253	2726002
ECI SOFTWARE SOLUTIONS, INC.	SPRUCE	87805465	--
ECI SOFTWARE SOLUTIONS, INC.	SPRUCE	73590923	1454946
ECI SOFTWARE SOLUTIONS, INC.	SPRUCEWARE. NET	86920120	--
ECI SOFTWARE SOLUTIONS, INC.	TEAMACCESS	78765869	3171198
ECI SOFTWARE SOLUTIONS, INC.	TEAMDESIGN	78762701	3168166
ECI SOFTWARE SOLUTIONS, INC.	TEAM- QUOTES!	78763745	3168178
ECI SOFTWARE SOLUTIONS, INC.	TEAM-RELAY!	78765891	3201134
ECI SOFTWARE SOLUTIONS, INC.	TECH RAPTOR	86975329	4714134
ECI SOFTWARE SOLUTIONS, INC.	THERMOGRID	90260086	--
ECI SOFTWARE SOLUTIONS, INC.	V LOTVUE	87447458	5442069