

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650949

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INFOGIX, INC.		05/28/2021	Corporation: DELAWARE
AGILIS INTERNATIONAL, INC.		05/28/2021	Corporation: DELAWARE
DATUM LLC		05/28/2021	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	BARLCAYS BANK PLC, as Collateral Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	4669020	PROPENSITYSCORING
Registration Number:	5327071	DATUM
Registration Number:	5309772	INFORMATION VALUE MANAGEMENT
Registration Number:	3927117	[INFORMATION VALUE MANAGEMENT]
Registration Number:	5713953	DATA3SIXTY
Registration Number:	5818021	DATA360
Registration Number:	5322992	INFOGIX DATA3SIXTY
Registration Number:	5322029	INFOGIX SAGACITY
Registration Number:	4711273	INFOGIX ERA
Registration Number:	4711278	TURNING REFORM INTO REVENUE
Registration Number:	4587978	ART
Registration Number:	4454454	INFOGIX
Registration Number:	4201735	INFOGIX ER
Registration Number:	4198129	INFOGIX PERCEIVE
Registration Number:	4198140	INFOGIX NEXIX

OP \$865.00 4669020

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5818685	
Registration Number:	3839120	REVMIND
Registration Number:	3382593	DATAMIND
Registration Number:	3152257	INFOGIX
Registration Number:	3663449	ACR/INSTREAM
Registration Number:	3660871	ACR/WORKBENCH
Registration Number:	3660873	ACR/CONNECTOR
Registration Number:	3498546	INFOGIX ASSURE
Registration Number:	3498547	INFOGIX INSIGHT
Registration Number:	3338511	INFORMATION WITH CONFIDENCE
Registration Number:	3440768	ACR/SUMMARY
Registration Number:	3440767	ACR/DETAIL
Registration Number:	3260599	=
Registration Number:	1934685	INFORMATION INTEGRITY
Registration Number:	1884679	ACR/DETAIL
Registration Number:	1888261	ACR/FILE
Registration Number:	1845486	ACR/PLUS
Registration Number:	1883384	ACR/SUMMARY
Registration Number:	3387683	NETMIND

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1390203
NAME OF SUBMITTER:	Jenny Lim
SIGNATURE:	/Jenny Lim/
DATE SIGNED:	06/01/2021

Total Attachments: 10

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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 May 28, 2021, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Barclays Bank PLC (“Barclays”), as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Starfish Holdco, LLC, a Delaware limited liability company (“Holdings”), Vision Solutions, Inc., a Delaware corporation (“Vision”), and Precisely Software Incorporated (f/k/a Syncsort Incorporated), a New Jersey corporation (“Syncsort,” together with Vision, the “Borrowers”) have entered into that certain Second Lien Credit Agreement, dated as of April 23, 2021, as amended by that First Amendment to Second Lien Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lenders from time to time party thereto and Barclays, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement, dated as of April 23, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the 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 thereunder to execute this IP Security Agreement for recording with the USPTO.

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

A. Grant of Security. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely so long as, the creation of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law or result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

b. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule B hereto (the “Copyrights”);

c. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

d. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

e. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts; Electronic Execution. 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. The words "execution," "execute," "signed," "signature," and words of like import in this IP Security Agreement or any amendment or other modification hereof shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

E. Grants, Rights and Remedies. This IP 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 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.

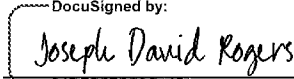
F. Governing Law; Jurisdiction; Etc. Sections 10.15, 10.16 and 10.17 of the Credit Agreement are hereby incorporated by reference, mutatis mutandis.

G. Intercreditor Agreement. Notwithstanding any provision to the contrary in this IP Security Agreement (but without expanding the scope of the Collateral as set forth in this IP Security Agreement and the Credit Agreement), in the event of any conflict or inconsistency between the provisions of the First Lien/Second Lien Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.11 of the Credit Agreement) and this IP Security Agreement, the provisions of the First Lien/Second Lien Intercreditor Agreement or such other intercreditor agreement, as applicable, shall prevail.

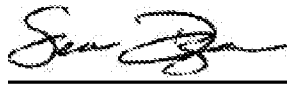
[SIGNATURE PAGES FOLLOW]

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

INFOGIX, INC.
AGILIS INTERNATIONAL, INC.
DATUM LLC

By: 
Name: Joseph D. Rogers
Title: President

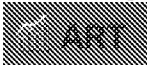

BARLCAYS BANK PLC,
as Collateral Agent

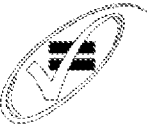
By: 
Name: Sean Duggan
Title: Vice President

Schedule A

TRADEMARKS

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
PROPENSITYSCORING	86339009 16-JUL- 2014	4669020 06-JAN-2015	Registered	Agilis International, Inc.
DATUM	87345905 22-FEB- 2017	5327071 07-NOV-2017	Registered	Datum LLC
INFORMATION VALUE MANAGEMENT	87343977 21-FEB- 2017	5309772 17-OCT-2017	Registered	Datum LLC
[INFORMATION VALUE MANAGEMENT]	85000497 29-MAR- 2010	3927117 01-MAR-2011	Registered	Datum LLC
DATA3SIXTY	88077804 14-AUG- 2018	5713953 02-APR-2019	Registered	Infogix, Inc.
DATA360	88077816 14-AUG- 2018	5818021 30-JUL-2019	Registered	Infogix, Inc.
INFOGIX DATA3SIXTY	87377258 20-MAR- 2017	5322992 31-OCT-2017	Registered	Infogix, Inc.
INFOGIX SAGACITY	87362542 08-MAR- 2017	5322029 31-OCT-2017	Registered	Infogix, Inc.
INFOGIX ERA	86338868 16-JUL- 2014	4711273 31-MAR-2015	Registered	Infogix, Inc.

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
TURNING REFORM INTO REVENUE	86339043 16-JUL- 2014	4711278 31-MAR-2015	Registered	Infogix, Inc.
ART Design 	86148164 19-DEC- 2013	4587978 19-AUG-2014	Registered	Infogix, Inc.
INFOGIX	85923646 05-MAY- 2013	4454454 24-DEC-2013	Registered	Infogix, Inc.
INFOGIX ER	85518775 18-JAN- 2012	4201735 04-SEP-2012	Registered	Infogix, Inc.
INFOGIX PERCEIVE	85518794 18-JAN- 2012	4198129 28-AUG-2012	Registered	Infogix, Inc.
INFOGIX NEXIX	85518965 18-JAN- 2012	4198140 28-AUG-2012	Registered	Infogix, Inc.
Design Only 	88189583 11-NOV- 2018	5818685 30-JUL-2019	Registered	Infogix, Inc.
REVMIND	77808318 19-AUG- 2009	3839120 24-AUG-2010	Registered	Infogix, Inc.
DATAMIND	77092997 28-JAN- 2007	3382593 12-FEB-2008	Registered	Infogix, Inc.
INFOGIX	78657762 24-JUN- 2005	3152257 03-OCT-2006	Registered	Infogix, Inc.

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
ACR/INSTREAM	77657630 27-JAN- 2009	3663449 04-AUG-2009	Registered	Infogix, Inc.
ACR/WORKBENCH	77657671 27-JAN- 2009	3660871 28-JUL-2009	Registered	Infogix, Inc.
ACR/CONNECTOR	77657718 27-JAN- 2009	3660873 28-JUL-2009	Registered	Infogix, Inc.
INFOGIX ASSURE	77385447 31-JAN- 2008	3498546 09-SEP-2008	Registered	Infogix, Inc.
INFOGIX INSIGHT	77385598 31-JAN- 2008	3498547 09-SEP-2008	Registered	Infogix, Inc.
INFORMATION WITH CONFIDENCE	77088302 22-JAN- 2007	3338511 20-NOV-2007	Registered	Infogix, Inc.
ACR/SUMMARY	78946234 07-AUG- 2006	3440768 03-JUN-2008	Registered	Infogix, Inc.
ACR/DETAIL	78945572 04-AUG- 2006	3440767 03-JUN-2008	Registered	Infogix, Inc.
= Design 	78884647 16-MAY- 2006	3260599 10-JUL-2007	Registered	Infogix, Inc.
INFORMATION INTEGRITY	74476315 30-DEC- 1993	1934685 14-NOV-1995	Registered	Infogix, Inc.

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
ACR/DETAIL	74437427 20-SEP- 1993	1884679 21-MAR-1995	Registered	Infogix, Inc.
ACR/FILE	74437428 20-SEP- 1993	1888261 11-APR-1995	Registered	Infogix, Inc.
ACR/PLUS	74437431 20-SEP- 1993	1845486 19-JUL-1994	Registered	Infogix, Inc.
ACR/SUMMARY	74437432 20-SEP- 1993	1883384 14-MAR-1995	Registered	Infogix, Inc.
NETMIND	77067420 19-DEC- 2006	3387683 26-FEB-2008	Registered	Infogix, Inc.

Schedule B
COPYRIGHTS

Title	Registration No.	Registration Date	Current Owner of Record
Infogix ACR/Instream.	TX0007570744	July 12, 2012	Infogix, Inc.
Infogix ER 3.1.	TX0007569366	July 18, 2012	Infogix, Inc.
Infogix Insight 7.1.	TX0007569361	July 18, 2012	Infogix, Inc.
Infogix ACR/Transmatch.	TX0007609239	July 12, 2012	Infogix, Inc.
Infogix ACR/Connector v4.3.	TX0007588084	July 12, 2012	Infogix, Inc.
Infogix ACR/File v4.3.	TX0007588082	July 12, 2012	Infogix, Inc.
Infogix ACR/Detail v4.3.	TX0007588076	July 12, 2012	Infogix, Inc.
Infogix ACR/Summary v4.3.	TX0007588075	July 12, 2012	Infogix, Inc.
ACR/Summary 3.0 By Unitech Systems, Inc.	TXu001159302 Supplemented by: TXu001211988	January 21, 2004 November 26, 2004	Unitech Systems, Inc. (nka Infogix, Inc.)
Unitech audit and control reporting system: release 2.7.	TXu000389028	November 13, 1989	Unitech Systems, Inc. (nka Infogix, Inc.)