

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SYRASOFT SOFTWARE LLC		07/29/2022	Limited Liability Company: DELAWARE
TAM SOFTWARE INC.		07/29/2022	Corporation: ILLINOIS
LIMO ANYWHERE SOFTWARE LLC		07/29/2022	Limited Liability Company: DELAWARE
UPPER QUADRANT, INC.		07/29/2022	Corporation: DELAWARE
CLUB PROPHET SOFTWARE LLC		07/29/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4330633	SYRASOFT	
Registration Number:	4234844	THE ASSISTANT MANAGER	
Registration Number:	4234843	TAM RETAIL	
Registration Number:	5582341	DRIVENANYWHERE	
Registration Number:	4196704	DRIVERANYWHERE	
Registration Number:	4015731	LIMO ANYWHERE	
Registration Number:	4966431	STARTINGPOINTS	
Registration Number:	5082608	STARTINGPOINTS	
Serial Number:	97226839	CLUB PROPHET	
Serial Number:	97226813	CLUB PROPHET	
Registration Number:	4290810	POS PROPHET SYSTEMS	

CH \$290.00 4330633

CORRESPONDENCE DATA**Fax Number:** 3105572193*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:** 310-557-2900**Email:** KLATHROP@PROSKAUER.COM**Correspondent Name:** PROSKAUER ROSE LLP**Address Line 1:** 2029 CENTURY PARK EAST, SUITE 2400**Address Line 2:** C/O KIMBERLEY A. LATHROP**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	54934.064
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	07/30/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 29, 2022 (this “**Agreement**”) by **SYRASOFT SOFTWARE LLC**, a Delaware limited liability company, **TAM SOFTWARE INC.** (fka. **LODE DATA SYSTEMS, INC.**), an Illinois corporation, **LIMO ANYWHERE SOFTWARE LLC**, a Delaware limited liability company, **CLUB PROPHET SOFTWARE LLC**, a Delaware limited liability company and **UPPER QUADRANT, INC.**, a Delaware corporation (each individually, a “**Grantor**” and together, the “**Grantors**”), in favor of **ALTER DOMUS (US) LLC**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for Lenders.

WITNESSETH:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of October 4, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **FULLSTEAM OPERATIONS LLC** (the “**Company**”), **FULLSTEAM LLC**, certain of their respective Subsidiaries party thereto from time to time, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), and **ALTER DOMUS (US) LLC**, as Administrative Agent and Collateral Agent, the Lenders have agreed to make certain Loans to the Company;

WHEREAS, the Administrative Agent and the Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that the Grantors shall have executed and delivered to the Collateral Agent, for itself and the ratable benefit of the Lenders, that certain Pledge and Security Agreement dated as of October 4, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to Collateral Agent, for itself and the ratable benefit of the Lenders, this 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, the Grantors hereby agree as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantors hereby grant to the Collateral Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of the Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):
 - (a) all of its Trademarks and Trademark Licenses to which each Grantor is a party including those referred to on Schedule I hereto but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any,

in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law and solely to the extent that the grant of a security interest therein would not breach or invalidate any Trademark License, as further provided in the Security Agreement;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

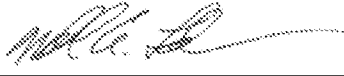
(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. GRANTOR REMAINS LIABLE. The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.
5. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

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IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SYRASOFT SOFTWARE LLC

By: 
Name: Michael Lawler
Title: Chief Executive Officer

TAM SOFTWARE INC.

By: 
Name: Michael Lawler
Title: Chief Executive Officer


LIMO ANYWHERE SOFTWARE LLC

By: 
Name: Michael Lawler
Title: Chief Executive Officer

UPPER QUADRANT, INC.

By: 
Name: Michael Lawler
Title: Chief Executive Officer

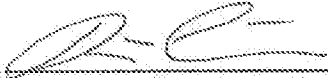
CLUB PROPHET SOFTWARE LLC

By: 
Name: Michael Lawler
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

ALTER DOMUS (US) LLC,
as the Collateral Agent

By:



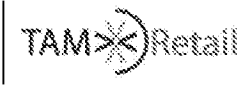
Name: Pinju Chiu
Title: Associate Counsel


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007807 FRAME: 0200

Schedule I

Trademarks

Trademark	Owner	App. No./ Reg. No.	Application Date	Registration Date
Syrasoft	Syrasoft Software LLC	85588459 (Serial No.) 4330633 (Reg. No.)	April 4, 2012	May 7, 2013
THE ASSISTANT MANAGER	TAM Software Inc.(currently in prior name)	85354397 (Serial No.) 4234844 (Reg. No.)	June 23, 2011	October 30, 2012
	TAM Software Inc.(currently in prior name)	85354374 (Serial No.) 4234843 (Reg. No.)	June 23, 2011	October 30, 2012
DRIVENANYWHERE	Limo Anywhere Software LLC	87743463 (Serial No.) 5582341 (Reg. No.)	January 4, 2018	October 9, 2018
DRIVERANYWHERE	Limo Anywhere Software LLC	85240708 (Serial No.) 4196704 (Reg. No.)	February 11, 2011	August 28, 2012
LIMO ANYWHERE	Limo Anywhere Software LLC	85228146 (Serial No.) 4015731 (Reg. No.)	January 27, 2011	August 23, 2011
STARTINGPOINTS	Upper Quadrant, Inc.	86978702 (Serial No.) 4966431 (Reg. No.)	May 14, 2014	May 24, 2016
STARTINGPOINTS	Upper Quadrant, Inc.	86280888 (Serial No.) 5082608 (Reg. No.)	May 14, 2014	November 15, 2016
	Club Prophet Software LLC	97226839 (Serial No.)	January 19, 2022	N/A

Trademark	Owner	App. No./ Reg. No.	Application Date	Registration Date
CLUB PROPHET	Club Prophet Software LLC	97226813 (Serial No.)	January 19, 2022	N/A
	Club Prophet Software LLC	85088577 (Serial No.) 4290810 (Reg. No.)	July 20, 2010	February 19, 2013