

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM833350

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Grow, Inc.		08/15/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Collateral Agent		
<b>Street Address:</b>	60 Livingston Avenue		
<b>Internal Address:</b>	EP-MN-WS3C		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55107-2292		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5377762	GROW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>			
<b>Phone:</b>	2028357500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos, Esq.		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		
<b>Address Line 2:</b>	Milbank, LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	30045.98145		
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos		
<b>SIGNATURE:</b>	/Javier J. Ramos/		
<b>DATE SIGNED:</b>	08/21/2023		
<b>Total Attachments: 5</b>			
source=1009378639_2(Epicor - Supplement (Trademarks) to 2L Notes IP Security Ag#page1.tif			
source=1009378639_2(Epicor - Supplement (Trademarks) to 2L Notes IP Security Ag#page2.tif			

CH \$40.00 5377762

source=1009378639\_2(Epicor - Supplement (Trademarks) to 2L Notes IP Security Ag#page3.tif

source=1009378639\_2(Epicor - Supplement (Trademarks) to 2L Notes IP Security Ag#page4.tif

source=1009378639\_2(Epicor - Supplement (Trademarks) to 2L Notes IP Security Ag#page5.tif

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SUPPLEMENT  
(Trademarks)

TRADEMARKS SUPPLEMENT NO. 5 (this "Supplement") dated as of August 15, 2023, to the 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 July 31, 2020, among the Grantors from time to time party thereto and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION ("U.S. Bank"), as Collateral Agent (the "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 therein.

WHEREAS, Epicor Software Corporation, a Delaware corporation (the "Issuer"), Epicor Holdings, Inc. (f/k/a Epicor, Inc.), a Delaware corporation ("Holdings"), the Guarantors from time to time party thereto and U.S. Bank as the trustee (the "Trustee") and Collateral Agent have entered into the Indenture dated as of July 31, 2020 (the "Closing Date") (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture").

WHEREAS, in connection with the Indenture, the Grantors and the 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 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 an IP Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, under the terms of Section 3.03 of the Security Agreement, Issuer is required to deliver to Collateral Agent a Supplement to the IP Security Agreement with respect to all After-Acquired Intellectual Property owned by a Grantor as of the date of the fiscal quarter-end preceding the date of this Supplement, which is not previously covered by the IP Security Agreement.

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

SECTION 1. Grant of Security. The undersigned Grantor hereby grants to the 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 "Collateral"):

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

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the undersigned Grantor under this Supplement secures the payment of all secured 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 Supplement secures, as to the undersigned

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 Notes 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 Note Party.

SECTION 3. Recordation. This Supplement has been executed and delivered by the undersigned Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The undersigned Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Supplement.

SECTION 4. Execution in Counterparts. This Supplement 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 Supplement has been entered into in conjunction with the provisions of the Security Agreement. The undersigned 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 Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Supplement 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 Supplement 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. Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Collateral Agent pursuant to this Supplement are, prior to the Discharge of First Lien Credit Agreement Obligations, expressly subordinated to those granted to the First Lien Collateral Agent pursuant to the First Lien Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the of the Second Lien Intercreditor Agreement (and any other intercreditor agreement). In the event of any conflict between the terms of the Second Lien Intercreditor Agreement (or such other intercreditor agreement) and this Supplement, the terms of the Second Lien Intercreditor Agreement (or such other intercreditor agreement) shall govern and control.

[Signature Pages Follow]

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

GROW, INC., as Grantor of After-Acquired Intellectual Property pledged herein

By: Brad B. Knisely  
Name: Brad Knisely  
Title: Treasurer

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION, solely in its  
capacity as Collateral Agent

By:   
Name: Brandon Bonfig  
Title: Vice President

SCHEDULE A  
United States Trademark Registrations and Trademark Applications

<b>Registered Owner/Grantor</b>	<b>Trademark</b>	<b>Application No. / Registration No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Country</b>	<b>Status</b>
GROW, INC.	GROW	5,377,762	11/22/2016	1/16/2018	US	<b>Registered</b>

1009378639v2

**RECORDED: 08/21/2023**

**TRADEMARK  
REEL: 008173 FRAME: 0600**