

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM389240

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rimini Street, Inc.		06/24/2016	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cortland Capital Market Services LLC, as collateral agent		
<b>Street Address:</b>	225 W. Washington Street		
<b>Internal Address:</b>	Suite 1450		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3760791	RIMINI STREET	
<b>Serial Number:</b>	86890380	ENGINEERED FOR SUPPORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<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>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	S. Kareff c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	25th floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	015752-0036		
<b>NAME OF SUBMITTER:</b>	Scott Kareff (015752-0036)		
<b>SIGNATURE:</b>	/kc for sk/		
<b>DATE SIGNED:</b>	06/24/2016		
<b>Total Attachments: 6</b>			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 24, 2016, by Rimini Street, Inc. ("Grantor"), in favor of Cortland Capital Market Services LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated June 24, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

*[Remainder of page intentionally left blank]*

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

RIMINI STREET, INC.

By: 

Name: Seth Ravin

Title: Chief Executive Officer

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

<b>Company</b>	<b>Country</b>	<b>Trademark</b>	<b>Application or Registration No.</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Assignees</b>
Rimini Street, Inc.	U.S.	RIMINI STREET	3,760,791	7/29/09	3/16/10	Not applicable
Rimini Street, Inc.	Australia	RIMINI STREET	1330573	11/9/09	11/9/09	Not applicable
Rimini Street, Inc.	Brazil	RIMINI STREET	902117203	11/13/09	1/14/14	Not applicable
Rimini Street, Inc.	Canada	RIMINI STREET	TMA810,123	11/9/09	10/25/11	Not applicable
Rimini Street, Inc.	China	RIMINI STREET	7978488	1/8/10	2/28/11	Not applicable
Rimini Street, Inc.	European Union	RIMINI STREET	008673816	11/9/09	4/29/10	Not applicable
Rimini Street, Inc.	Hong Kong	RIMINI STREET	302136014	1/11/12	6/29/12	Not applicable
Rimini Street, Inc.	Iceland	RIMINI STREET	V0097717	8/12/15	3/31/16	Not applicable
Rimini Street, Inc.	India	RIMINI STREET	1882761	11/10/09	11/10/09	Not applicable
Rimini Street, Inc.	Indonesia	RIMINI STREET	IDM000427693	2/27/12	9/25/14	Not applicable

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Rimini Street, Inc.	Israel	RIMINI STREET	244469	2/20/12	9/2/13	Not applicable
Rimini Street, Inc.	Japan	RIMINI STREET	5326395	11/9/09	5/28/10	Not applicable
Rimini Street, Inc.	Liechtenstein	RIMINI STREET	17662	10/06/15	4/7/16	Not applicable
Rimini Street, Inc.	Malaysia	RIMINI STREET	2012000680	1/13/12	1/13/12	Not applicable
Rimini Street, Inc.	Mexico	RIMINI STREET	1291157	1/17/12	6/14/12	Not applicable
Rimini Street, Inc.	New Zealand	RIMINI STREET	854969	1/11/12	7/12/12	Not applicable
Rimini Street, Inc.	Norway	RIMINI STREET	20151650	12/11/15	12/11/15	Not applicable
Rimini Street, Inc.	Philippines	RIMINI STREET	4-2012-000604	1/17/12	9/13/12	Not applicable
Rimini Street, Inc.	Qatar	RIMINI STREET	81169	4/23/13	Pending	Not applicable
Rimini Street, Inc.	Russia	RIMINI STREET	2015704323	2/19/15	Pending	Not applicable
Rimini Street, Inc.	Saudi Arabia	RIMINI STREET	143403743	2/2/13	1/22/14	Not applicable
Rimini Street, Inc.	Singapore	RIMINI STREET	T0913021A	11/11/09	7/15/10	Not applicable

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Rimini Street, Inc.	South Africa	RIMINI STREET	2015/22058	8/11/15	Pending	Not applicable
Rimini Street, Inc.	South Korea	RIMINI STREET	41-0260498	1/11/12	6/5/13	Not applicable
Rimini Street, Inc.	Taiwan	RIMINI STREET	1545966	1/11/12	11/1/12	Not applicable
Rimini Street, Inc.	Thailand	RIMINI STREET	Bor63320	10/10/12	8/25/14	Not applicable
Rimini Street, Inc.	Turkey	RIMINI STREET	2015/15296	2/23/15	Pending	Not applicable
Rimini Street, Inc.	United Arab Emirates	RIMINI STREET	186358	2/6/13	8/26/14	Not applicable
Rimini Street, Inc.	U.S.	ENGINEERE D FOR SUPPORT	86/890,380	1/28/16	Pending	Not applicable
Rimini Street, Inc.	Not applicable	ServiceFirst Methodology	Unregistered	Not applicable	Not applicable	Not applicable
Rimini Street, Inc.	Not applicable	legislature-to- live	Unregistered	Not applicable	Not applicable	Not applicable