

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM687487

<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>
Deacom, LLC		10/31/2021	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent		
<b>Street Address:</b>	13737 Noel Road, Suite 800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75240		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6474240	COMPLEXITY MADE SIMPLER	
<b>Registration Number:</b>	4554970	DEACOM	
<b>Registration Number:</b>	4517672	DEACOM	
<b>Registration Number:</b>	6474242	DEACOM COMPEXITY MADE SIMPLER	
<b>Registration Number:</b>	5053218	DEACOM THE ARTISANS OF ERP SOFTWARE	
<b>Registration Number:</b>	5000424	THE ARTISANS OF ERP SOFTWARE	
<b>Serial Number:</b>	90760589	HYPER-TIGHT PROCESS CONTROL	
<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>	202-835-7500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos		
<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>	30045.00224		
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos		

CH \$190.00 6474240

<b>SIGNATURE:</b>	/Javier J. Ramos/
<b>DATE SIGNED:</b>	11/11/2021
<b>Total Attachments: 5</b> source=Apax - 2L IP Security Agreement [Executed]#page1.tif source=Apax - 2L IP Security Agreement [Executed]#page2.tif source=Apax - 2L IP Security Agreement [Executed]#page3.tif source=Apax - 2L IP Security Agreement [Executed]#page4.tif source=Apax - 2L IP Security Agreement [Executed]#page5.tif	

SECURITY AGREEMENT SUPPLEMENT  
FOR TRADEMARKS

SUPPLEMENT NO. 1 (this “Supplement”) dated as of October 31, 2021, to the Second Lien Security Agreement dated as of November 9, 2020 (the “Closing Date”) among certain subsidiaries of ECLIPSE ACQUISITION LLC from time to time party thereto and U.S. BANK NATIONAL ASSOCIATION. (“U.S. Bank”), as Collateral Agent (the “Second Lien Collateral Agent”) for the Secured Parties (the “Security Agreement”).

A. Reference is made to that certain Indenture dated as of November 9, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Indenture”), among 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 and U.S. Bank, as trustee (in such capacity, and together with its successors and permitted assigns, the “Trustee”) and as collateral agent (in such capacity, and together with its successors and permitted assigns, the “Second Lien Collateral Agent”).

B. 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.

C. In connection with the Indenture, the Issuers and the other Grantors have entered into the Security Agreement. Section 6.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the “New Grantor”) is executing this Supplement in accordance with the requirements of the Indenture to become a Grantor under the Security Agreement.

Accordingly, the Second Lien Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 5.14 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a “Grantor” in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Second Lien Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Second Lien Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the Second Lien Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement 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 Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Second Lien Collateral owned by the New Grantor consisting of registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded Property) and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The New 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 Second Lien Collateral, including 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 I hereto (excluding any Excluded Property).

SECTION 7. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The New 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 Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 8. The New Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 9. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 10. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 11. 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 12. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Security Agreement.

SECTION 13. Reimbursement of the Second Lien Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the New Grantor and the Second Lien Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

DEACOM LLC.

as a Grantor

By:  \_\_\_\_\_

Name: Gordon P. Kushner

Title: Secretary

Jurisdiction of Formation/Incorporation:

Pennsylvania

Address Of Chief Executive Office:

601 Lee Road, Chesterbrook, PA 19087

[Signature Page to Supplement No. 1 to the Second Lien IP Security Agreement]

**TRADEMARK**  
**REEL: 007491 FRAME: 0955**

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

By: 

Name: Michael K. Herberger

Title: Vice President

SCHEDULE I  
TO SUPPLEMENT NO. 1 TO THE  
SECOND LIEN SECURITY AGREEMENT

United States Applied for and Registered Intellectual Property

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Application Number	Registration Number
Deacom, LLC	COMPLEXITY MADE SIMPLER	90065096	6474240
Deacom, LLC	<b>deacom</b>	86063613	4554970
Deacom, LLC	<b>DEACOM</b>	86060486	4517672
Deacom, LLC	<b>deacom</b>  DEACOM COMPLEXITY MADE SIMPLER	90065173	6474242
Deacom, LLC	<b>deacom</b> <small>the artisans of erp software</small>  DEACOM THE ARTISANS OF ERP SOFTWARE	86862707	5053218
Deacom, LLC	<small>HYPER-TIGHT PROCESS CONTROL</small>  HYPER-TIGHT PROCESS CONTROL	90760589	
Deacom, LLC	<small>THE ARTISANS OF ERP SOFTWARE</small> THE ARTISANS OF ERP SOFTWARE	86862703	5000424