

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774635

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN SECURITY AGREEMENT SUPPLEMENT NO. 4 FOR INTELLECTUAL PROPERTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELITE ENGINEERING, INC.		12/13/2022	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	KKR LOAN ADMINISTRATION SERVICES LLC		
Street Address:	30 HUDSON YARDS		
Internal Address:	SUITE 7500		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5953501	MIP MANUFACTURING INTEGRATED PLATFORM	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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>			
Phone:	2124552592		
Email:	ksolomon@stblaw.com		
Correspondent Name:	COURTNEY WELSHIMER, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	051207/0055		
NAME OF SUBMITTER:	COURTNEY WELSHIMER		
SIGNATURE:	/CW/		
DATE SIGNED:	12/16/2022		
Total Attachments: 6			
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SECOND LIEN SECURITY AGREEMENT SUPPLEMENT NO. 4
FOR INTELLECTUAL PROPERTY

SUPPLEMENT NO. 4 (this “Supplement”) dated as of December 13, 2022 to the Second Lien Security Agreement dated as of July 31, 2020 (the “Closing Date”) among certain subsidiaries of Epicor, Inc. from time to time party thereto and KKR Loan Administration Services LLC (“KLAS”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties (the “Security Agreement”).

A. Reference is made to that certain Second Lien Credit Agreement dated as of July 31, 2020 as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Epicor Software Corporation, a Delaware corporation (the “Borrower”), Epicor Holdings, Inc. (f/k/a Epicor, Inc. and EGL Holdco, Inc.), a Delaware corporation (“Holdings”), KLAS, as administrative agent (in such capacity, the “Administrative Agent”), and Collateral Agent, each Lender from time to time party thereto and the other parties party thereto, pursuant to which the Lenders have severally agreed to make Loans upon the terms and subject to the conditions therein.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

C. In connection with the Credit Agreement, the Borrower, Holdings and the other Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans. 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 Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make Loans under the terms of the Credit Agreement.

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

SECTION 1. In accordance with Section 6.14 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 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 Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the 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 Collateral owned by the New Grantor consisting of (i) issued and pending Patents in the United States Patent and Trademark Office, (ii) registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded Property) and (iii) registered Copyrights in the United States Copyright Office 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 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 Collateral, including:

(a) the issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule I hereto;

(b) 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 I hereto (excluding any Excluded Property); and

(c) the registered Copyrights (as defined in the Security Agreement) in the United States Copyright Office set forth in Schedule I hereto.

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 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 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 6.01 of the Security Agreement.


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

SECTION 14. Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Collateral Agent pursuant to this IP Security Agreement 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 IP Security Agreement, the terms of the Second Lien Intercreditor Agreement (or such other intercreditor agreement) shall govern and control.

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

ELITE ENGINEERING, INC. as the New Grantor

By: 
Name: Samuel Monti
Title: President

[Signature Page to Second Lien Trademark Supplement]

TRADEMARK
REEL: 007933 FRAME: 0006

KKR LOAN ADMINISTRATION SERVICES LLC,
as Collateral Agent

By: John Knox
Name: John Knox
Title: CFO

[Signature Page to Second Lien Trademark Supplement]

TRADEMARK
REEL: 007933 FRAME: 0007

SCHEDULE I
TO SUPPLEMENT NO. 4 TO THE
SECOND LIEN SECURITY AGREEMENT

United States Applied for and Registered Intellectual Property

Registered Owner/Grantor	Trademark	Application No. / Registration No.	Filing Date	Reg. Date	Country	Status
ELITE ENGINEERING, INC.	MIP Manufacturing Integrated Platform logo	88379094 / 5,953,501	04/10/2019	01/07/2020	US	Registered