TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI3689

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Applied Data Consultants, Inc. (DBA Elite EXTRA)		01/17/2024	Corporation: NEBRASKA

RECEIVING PARTY DATA

Company Name:	KKR Loan Administration Services LLC, as Collateral Agent	
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: 2

Property Type Number Word Mark		Word Mark
Registration Number:	3718056	ELITE E EXTRA
Serial Number:	98186898	ELITE EXTRA ELITE EXTRA

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124552592 Email: imull@stblaw.com **Correspondent Name:** Courtney Welshimer Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	051207/0055
NAME OF SUBMITTER:	JASON MULL
SIGNATURE:	JASON MULL
DATE SIGNED:	02/07/2024

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (Trademarks)

TRADEMARKS SUPPLEMENT NO. 12 (this "<u>Supplement</u>") dated as of January 17, 2024, to the Intellectual Property Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>IP Security Agreement</u>") dated June 1, 2015, among the Grantors from time to time party thereto and KKR LOAN ADMINISTRATION SERVICES LLC ("<u>KLAS</u>"), as Collateral Agent (the "<u>Collateral Agent</u>") for the Secured Parties. 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.

WHEREAS, 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 and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of June 1, 2015 (the "Closing Date") (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the 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") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

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 1P Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, under the terms of Section 3.3 of the Security Agreement, Borrower 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. <u>Grant of Security</u>. 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 "<u>Collateral</u>"):

(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. <u>Security for Obligations</u>. The grant of a security interest in the Collateral by the undersigned Grantor under this Supplement secures the payment of all Obligations of the

Grantor now or hereafter existing under or in respect of the Loan 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 Loan 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 Loan Party.

SECTION 3. <u>Recordation</u>. 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. <u>Grants, Rights and Remedies.</u> 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. <u>Governing Law.</u> This Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. <u>Severability</u>. 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.

[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.

APPLIED DATA CONSULTANTS, INC., as Grantor of After-Acquired Intellectual Property pledged herein

By: Brad B. Knivel

Name: Brad Knisely

Title: Treasurer

KKR LOAN ADMINISTRATION SERVICES LLC, as Collateral Agent

By: _____Name:

Title:

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.

APPLIED DATA CONSULTANTS, INC. as Grantor of After-Acquired Intellectual Property pledged herein

By:

Name:
Title:

By:

Name:
John Knox
CEO

SCHEDULE A United States Trademark Registrations and Trademark Applications

Registered Owner/Grantor	Trademark	Application No. / Registration No.	Filing Date	Reg. Date	Country/ State	Status
APPLIED DATA CONSULTANTS, INC. (DBA Elite EXTRA)	ELITE EXTRA ELITE EXTRA ELITE EXTRA	98186898	09/19/2023	N/A	US	Pending
APPLIED DATA CONSULTANTS, INC.	ELITE EXTRA	77715485 / 3,718,056	04/16/2009	12/01/2009	US	Registered

RECORDED: 02/07/2024