

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Business Computer Applications, Inc.		02/07/2014	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Citizens Bank of Pennsylvania, as Administrative Agent		
Street Address:	8521 Leesburg Pike, Suite 405		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	Pennsylvania Financial Institution: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1837018	BCA	
CORRESPONDENCE DATA			
Fax Number:	4045725135		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-572-3493		
Email:	kosborne@kslaw.com		
Correspondent Name:	Karen Osborne, Senior Paralegal		
Address Line 1:	1180 Peachtree Street N.E.		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	18588.015018		
NAME OF SUBMITTER:	Karen Osborne		
Signature:	//Karen Osborne//		

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TRADEMARK
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Date:

02/07/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made and entered into as of February 7, 2014, by and between BUSINESS COMPUTER APPLICATIONS, INC., a Tennessee corporation (the "Grantor"), and CITIZENS BANK OF PENNSYLVANIA ("Citizens"), in its capacity as the Administrative Agent (the "Administrative Agent") on behalf of and for the benefit of itself and the Secured Parties (as defined in the Loan Agreement, as defined below), including, without limitation, certain lenders which are or may become parties to that certain Second Amended and Restated Loan and Guaranty Agreement, dated as of March 30, 2012 (as amended, amended and restated, restated, supplemented, refinanced or otherwise modified and in effect from time to time the "Loan Agreement"), among the Grantor, the other Loan Parties party thereto from time to time, the Administrative Agent, SUNTRUST BANK, as Syndication Agent, BANK OF AMERICA, N.A., as Documentation Agent, and the other lenders party thereto from time to time.

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, the lenders agreed to make certain financial accommodation available to the Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain Joinder Agreement, dated as of the date hereof, to that certain Second Amended and Restated Security Agreement, dated as of March 30, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantor, the other Loan Parties party thereto and the Administrative Agent, the Grantor granted a security interest in Collateral (as defined therein) to the Administrative Agent for the benefit of itself and the other Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement;

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

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement, as applicable.

2. Grant of Security Interest. Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in and to all of the trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing, including, without limitation, those listed on Schedule 1 attached hereto and made a part hereof, whether now or hereafter existing or acquired by Grantor (the "Trademark Collateral") and agrees to assign, transfer and convey, upon demand made upon and during the

continuing occurrence of an Event of Default, all of Grantor's right, title and interest in, to and under the Trademark Collateral to the Administrative Agent, for the benefit of itself and each of the Secured Parties, to secure payment, performance and observance of the Obligations.

3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the Security Agreement. The terms and provisions of the Loan Agreement and the Security Agreement (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

4. Modification. Grantor hereby authorizes the Administrative Agent (i) to modify this Agreement, without the necessity of the Grantor's further approval or signature, by amending Schedule 1 hereto to include any other registered trademarks or service marks, or applications for trademarks or service mark registration, which the Grantor hereafter acquires any right, title or interest, and (ii) to take such further actions as may be necessary to appropriate to obtain and perfect the Administrative Agent's security interest, for the benefit of the Secured Parties, in any such right, title or interest of the Grantor (including but not limited to recording any such amended Agreement with the United States Patent and Trademark Office)

5. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

6. Conflict of Terms. Except as otherwise provided in this Agreement or any of the other Loan Documents by specific reference to the applicable provisions of this Agreement, if any provision contained in this Agreement conflicts with any provision in the Loan Agreement or the Security Agreement, the provisions contained in the Loan Agreement or the Security Agreement shall govern and control.

7. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic method of transmission shall be effective as delivery of a manually executed counterpart hereof.

8. Governing Law. New York law governs this Agreement without regard to principles of conflicts of law.

[Signature page follows.]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed as of the day and year first above written.

GRANTOR:

BUSINESS COMPUTER APPLICATIONS, INC.

By: 

Name: Thomas W. Weston, Jr.

Title: Chief Financial Officer, Secretary, and
Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
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AGREED TO AND ACCEPTED:
LENDER:

CITIZENS BANK OF PENNSYLVANIA

By: _____

Name: Leslie Grizzard

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005211 FRAME: 0648

SCHEDULE I
to TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARKS

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL/ REGISTRATION NO.</i>	<i>FILING/ REGISTRATION DATE</i>
BCA	BUSINESS COMPUTER APPLICATIONS, INC.	1837018	05/17/1994