

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EPICOR SOFTWARE CORPORATION		06/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	60 LIVINGSTON AVENUE, EP-MN_WS3C		
Internal Address:	ATTENTION: GLOBAL CORPORATE TRUST SERVICES		
City:	ST. PAUL		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 59			
Property Type	Number	Word Mark	
Registration Number:	2056723	ACCOUNT TRACKER	
Registration Number:	2769663	ACONNEX	
Registration Number:	3006473	ACTIVANT	
Registration Number:	3721836	ACTIVANT CATALYST	
Registration Number:	3070189	ACTIVANT EAGLE	
Registration Number:	3070502	ACTIVANT FALCON	
Registration Number:	3606633	ACTIVANT OE CARRY-FORWARD	
Registration Number:	3586943	ACTIVANT VISION	
Registration Number:	3603103	ACTIVANT VISION	
Registration Number:	2197219	A-DIS	
Registration Number:	1884657	ADVANCED DISTRIBUTION SYSTEM	
Registration Number:	2743068	AFTERMARKET CONNEX	
Registration Number:	2419475	AVANTE	
Registration Number:	2553867	BARCODEEXPERT	
Registration Number:	4321706	BUSINESS INSPIRED	
Registration Number:	2952624	BUYERASSIST	
Serial Number:	86535407	CATALYST	
Registration Number:	1766594	CLIENTELE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1950391	CUSTOMER TRACKER
Registration Number:	1592376	DEPOT EXPRESS
Registration Number:	4162432	DYNACHANGE
Registration Number:	3393982	EAGLE
Serial Number:	86199487	EAGLE N SERIES
Registration Number:	2113402	ENTERPRISE
Registration Number:	3151953	EPARTEXPERT
Registration Number:	3122785	EPARTINSIGHT
Registration Number:	3107741	EPICOR
Registration Number:	2567833	EPICOR
Registration Number:	2558429	FASPAC
Registration Number:	1620928	FASTSTART
Registration Number:	1783968	HRVANTAGE
Registration Number:	2097248	INTERCHANGE
Registration Number:	4095521	ITEMEXPERT
Registration Number:	2408206	IVANTAGE
Registration Number:	2197385	J-CON
Registration Number:	4121926	KNOWLEDGE YOUR WAY
Registration Number:	4418874	LABOREXPERT
Registration Number:	1902426	LASERCAT
Registration Number:	1608080	LASERCAT
Registration Number:	1390553	MANAGE 2000
Registration Number:	1950390	ORDER TRACKER
Serial Number:	85834169	P21
Registration Number:	2006585	PART TRACKER
Registration Number:	4226165	PARTEXPERT
Registration Number:	2339121	PARTEXPERT
Registration Number:	1542066	PROFESSIONAL ESTIMATING
Registration Number:	2247555	PROPHET 21
Registration Number:	2042827	QUOTE TRACKER
Registration Number:	3606515	REAL SOLUTIONS. REAL RESULTS.
Registration Number:	2032042	SERVICEEXPERT
Registration Number:	1987918	SHOP TRACKER
Registration Number:	3377430	SHOPCAT
Registration Number:	1616548	TELEPART
Registration Number:	1346698	TELEPRICING
Registration Number:	1921567	THE PAPERLESS WAREHOUSE
Registration Number:	2044073	VANTAGE

Property Type	Number	Word Mark
Serial Number:	86420711	VISION
Registration Number:	2895370	VISTA
Registration Number:	2018052	VISTA

CORRESPONDENCE DATA

Fax Number: 2128225096

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.

Email: nbrowand@milbank.com

Correspondent Name: MILBANK, TWEED, HADLEY & MCCLOY LLP

Address Line 1: 28 LIBERTY STREET

Address Line 2: ATTN: NATHANIEL T. BROWAND

Address Line 4: NEW YORK, NEW YORK 10005

ATTORNEY DOCKET NUMBER: 30045.76800

NAME OF SUBMITTER: Nathaniel T. Browand

SIGNATURE: /Nathaniel T. Browand/

DATE SIGNED: 06/01/2015

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated June 1, 2015, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of U.S. BANK NATIONAL ASSOCIATION (“U.S. Bank”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. 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.

WHEREAS, Epicor Software Corporation, a Delaware corporation (the “Issuer”), the Guarantors from time to time party thereto and U.S. Bank as the trustee (the “Trustee”) and Collateral Agent have entered into the Indenture dated as of June 1, 2015 as supplemented by the Supplemental Indenture dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”).

WHEREAS, in connection with the Indenture, the Grantors and the Collateral Agent have entered into the Second Lien Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

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 this IP Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each 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 “Collateral”):

- (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 A hereto (excluding any Excluded Property); and

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Notes 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 IP Security Agreement secures, as to each 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 Notes 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 Note Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement 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. Delivery of an executed signature page to this IP Security Agreement 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 IP Security Agreement.

SECTION 5. Grants, Rights and Remedies; Intercreditor Agreement. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this IP Security Agreement are expressly subject and subordinate to the liens and security interests granted to the Credit Facility Agent pursuant to the First Lien Security Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreements (or any other intercreditor agreement to which the Collateral Agent is party in respect of the Secured Obligations). In the event of any conflict between the terms of any Intercreditor Agreement (or such other intercreditor agreement) and the terms of this IP Security Agreement, the terms of such Intercreditor Agreement (or such other intercreditor agreement) shall govern and control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement 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 8. Collateral Agent Makes No Representation. The Collateral Agent makes no representation as to the validity or sufficiency of this IP Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EPICOR SOFTWARE CORPORATION,
as Initial Grantor

By: 


Name: John D. Ireland

Title: Secretary

Signature Page to
IP Security Agreement (Trademarks) (Second Lien)

TRADEMARK
REEL: 005527 FRAME: 0649

U.S. BANK NATIONAL ASSOCIATION,
solely in its capacity as Collateral Agent

By: 
Name: Rick Prokosch
Title: Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

<u>Owner</u>	<u>Trademark</u>	<u>App. Number</u>	<u>Reg. Number</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Country</u>	<u>Status</u>
EPICOR SOFTWARE CORPORATION	ACCOUNT TRACKER	74713919	2056723	10-AUG-1995	29-APR-1997	US	REGISTERED
EPICOR SOFTWARE CORPORATION	ACONNEX	76181573	2769663	15-DEC-2000	30-SEP-2003	US	REGISTERED
EPICOR SOFTWARE CORPORATION	ACTIVANT	78287018	3006473	13-AUG-2003	11-OCT-2005	US	REGISTERED
EPICOR SOFTWARE CORPORATION	ACTIVANT CATALYST	77733903	3721836	11-MAY-2009	08-DEC-2009	US	REGISTERED
EPICOR SOFTWARE CORPORATION	ACTIVANT EAGLE	78432572	3070189	09-JUN-2004	21-MAR-2006	US	REGISTERED
EPICOR SOFTWARE CORPORATION	ACTIVANT FALCON	78519524	3070502	18-NOV-2004	21-MAR-2006	US	REGISTERED
EPICOR SOFTWARE CORPORATION	ACTIVANT OE CARRY-FORWARD	77197324	3606633	04-JUN-2007	14-APR-2009	US	REGISTERED
EPICOR SOFTWARE CORPORATION	ACTIVANT VISION	77540544	3586943	06-AUG-2008	10-MAR-2009	US	REGISTERED
EPICOR SOFTWARE CORPORATION	ACTIVANT VISION	77139404	3603103	23-MAR-2007	07-APR-2009	US	REGISTERED
EPICOR SOFTWARE CORPORATION	A-DIS	75250918	2197219	03-MAR-1997	20-OCT-1998	US	REGISTERED
EPICOR SOFTWARE CORPORATION	ADVANCED DISTRIBUTION SYSTEM	74419029	1884657	02-AUG-1993	21-MAR-1995	US	REGISTERED
EPICOR SOFTWARE CORPORATION	AFTERMARKET CONNEX	76143935	2743068	06-OCT-2000	29-JUL-2003	US	REGISTERED
EPICOR SOFTWARE CORPORATION	AVANTE	75372310	2419475	14-OCT-1997	09-JAN-2001	US	REGISTERED
EPICOR SOFTWARE CORPORATION	BARCODEEXPERT	76035741	2553867	27-APR-2000	26-MAR-2002	US	REGISTERED
EPICOR SOFTWARE CORPORATION	BUSINESS INSPIRED	85430200	4321706	23-SEP-2011	16-APR-2013	US	REGISTERED
EPICOR SOFTWARE CORPORATION	BUYERASSIST	76508220	2952624	22-APR-2003	17-MAY-2005	US	REGISTERED
EPICOR SOFTWARE CORPORATION	CATALYST	86535407		14-FEB-2015		US	PENDING
EPICOR SOFTWARE CORPORATION	CLIENTELE	74175209	1766594	11-JUN-1991	20-APR-1993	US	REGISTERED
EPICOR SOFTWARE CORPORATION	CUSTOMER TRACKER	74550238	1950391	18-JUL-1994	23-JAN-1996	US	REGISTERED
EPICOR SOFTWARE CORPORATION	DEPOT EXPRESS	73821645	1592376	25-AUG-1989	17-APR-1990	US	REGISTERED
EPICOR SOFTWARE CORPORATION	DYNACHANGE	85390158	4162432	04-AUG-2011	19-JUN-2012	US	REGISTERED

<u>Owner</u>	<u>Trademark</u>	<u>App. Number</u>	<u>Reg. Number</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Country</u>	<u>Status</u>
EPICOR SOFTWARE CORPORATION	EAGLE	77041916	3393982	10-NOV-2006	11-MAR-2008	US	REGISTERED
EPICOR SOFTWARE CORPORATION	EAGLE N SERIES	86199487		20-FEB-2014		US	PENDING ITU
EPICOR SOFTWARE CORPORATION	ENTERPRISE	75035081	2113402	20-DEC-1995	18-NOV-1997	US	REGISTERED
EPICOR SOFTWARE CORPORATION	EPARTEXPERT	78515153	3151953	11-NOV-2004	03-OCT-2006	US	REGISTERED
EPICOR SOFTWARE CORPORATION	EPARTINSIGHT	78531338	3122785	13-DEC-2004	01-AUG-2006	US	REGISTERED
EPICOR SOFTWARE CORPORATION	EPICOR	78398905	3107741	08-APR-2004	20-JUN-2006	US	REGISTERED
EPICOR SOFTWARE CORPORATION	EPICOR	75643945	2567833	19-FEB-1999	07-MAY-2002	US	REGISTERED
EPICOR SOFTWARE CORPORATION	FASPAC	76173991	2558429	04-DEC-2000	09-APR-2002	US	REGISTERED
EPICOR SOFTWARE CORPORATION	FASTSTART	73817520	1620928	07-AUG-1989	06-NOV-1990	US	REGISTERED
EPICOR SOFTWARE CORPORATION	HRVANTAGE (Design)	74330863	1783968	13-NOV-1992	27-JUL-1993	US	REGISTERED
EPICOR SOFTWARE CORPORATION	INTERCHANGE	75139244	2097248	24-JUL-1996	16-SEP-1997	US	REGISTERED
EPICOR SOFTWARE CORPORATION	ITEMEXPERT	85219183	4095521	17-JAN-2011	07-FEB-2012	US	REGISTERED
EPICOR SOFTWARE CORPORATION	IVANTAGE	75753671	2408206	19-JUL-1999	28-NOV-2000	US	REGISTERED
EPICOR SOFTWARE CORPORATION	J-CON	75276236	2197385	17-APR-1997	20-OCT-1998	US	REGISTERED
EPICOR SOFTWARE CORPORATION	KNOWLEDGE YOUR WAY	85425849	4121926	19-SEP-2011	03-APR-2012	US	REGISTERED
EPICOR SOFTWARE CORPORATION	LABOREXPERT	85052050	4418874	01-JUN-2010	15-OCT-2013	US	REGISTERED
EPICOR SOFTWARE CORPORATION	LASERCAT	74413375	1902426	16-JUL-1993	04-JUL-1995	US	REGISTERED
EPICOR SOFTWARE CORPORATION	LASERCAT	73801322	1608080	19-MAY-1989	31-JUL-1990	US	REGISTERED
EPICOR SOFTWARE CORPORATION	MANAGE 2000	73454935	1390553	30-NOV-1983	22-APR-1986	US	REGISTERED
EPICOR SOFTWARE CORPORATION	ORDER TRACKER	74550232	1950390	18-JUL-1994	23-JAN-1996	US	REGISTERED
EPICOR SOFTWARE CORPORATION	P21	85834169		28-JAN-2013		US	PENDING ITU
EPICOR SOFTWARE CORPORATION	PART TRACKER	74499727	2006585	14-MAR-1994	08-OCT-1996	US	REGISTERED
EPICOR SOFTWARE CORPORATION	PARTEXPERT	85058105	4226165	09-JUN-2010	16-OCT-2012	US	REGISTERED
EPICOR SOFTWARE CORPORATION	PARTEXPERT	75426211	2339121	30-JAN-1998	04-APR-2000	US	REGISTERED

<u>Owner</u>	<u>Trademark</u>	<u>App. Number</u>	<u>Reg. Number</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Country</u>	<u>Status</u>
EPICOR SOFTWARE CORPORATION	PROFESSIONAL ESTIMATING	73697199	1542066	23-NOV-1987	30-MAY-1989	US	REGISTERED
EPICOR SOFTWARE CORPORATION	PROPHET 21	75439843	2247555	24-FEB-1998	25-MAY-1999	US	REGISTERED
EPICOR SOFTWARE CORPORATION	QUOTE TRACKER	74713920	2042827	10-AUG-1995	11-MAR-1997	US	REGISTERED
EPICOR SOFTWARE CORPORATION	REAL SOLUTIONS. REAL RESULTS.	77108117	3606515	15-FEB-2007	14-APR-2009	US	REGISTERED
EPICOR SOFTWARE CORPORATION	SERVICEEXPERT	75049050	2032042	26-JAN-1996	21-JAN-1997	US	REGISTERED
EPICOR SOFTWARE CORPORATION	SHOP TRACKER	74550253	1987918	18-JUL-1994	23-JUL-1996	US	REGISTERED
EPICOR SOFTWARE CORPORATION	SHOPCAT	77139366	3377430	23-MAR-2007	05-FEB-2008	US	REGISTERED
ACTIVANT SOLUTIONS INC.	TELEPART	74012633	1616548	20-DEC-1989	09-OCT-1990	US	REGISTERED
EPICOR SOFTWARE CORPORATION	TELEPRICING	73473625	1346698	03-APR-1984	02-JUL-1985	US	REGISTERED
EPICOR SOFTWARE CORPORATION	THE PAPERLESS WAREHOUSE	74443297	1921567	04-OCT-1993	26-SEP-1995	US	REGISTERED
EPICOR SOFTWARE CORPORATION	VANTAGE	74499767	2044073	14-MAR-1994	11-MAR-1997	US	REGISTERED
EPICOR SOFTWARE CORPORATION	VISION	86420711		10-OCT-2014		US	PENDING
EPICOR SOFTWARE CORPORATION	VISTA	78237673	2895370	14-APR-2003	19-OCT-2004	US	REGISTERED
EPICOR SOFTWARE CORPORATION	VISTA	74445598	2018052	12-OCT-1993	19-NOV-1996	US	REGISTERED