

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384667

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACCRUENT, LLC		05/16/2016	Limited Liability Company: DELAWARE
EXPESITE LLC		05/16/2016	Limited Liability Company: OHIO
VFA, INC.		05/16/2016	Corporation: DELAWARE
FOUR RIVERS SOFTWARE SYSTEMS, INC.		05/16/2016	Corporation: DELAWARE
MAINSRING HEALTHCARE SOLUTIONS, INC.		05/16/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BABSON CAPITAL FINANCE LLC, AS ADMINISTRATIVE AGENT
Street Address:	30 SOUTH WACKER
Internal Address:	SUITE 3920
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Serial Number:	86159843	IGOTIT
Registration Number:	4908063	MOBILETECH
Registration Number:	4908043	MAINSRING HEALTHCARE SOLUTIONS
Registration Number:	4908018	ILOVEIT
Registration Number:	4907981	HOSPITAL OPERATIONS. LIKE CLOCKWORK.
Registration Number:	4907983	AIR
Registration Number:	4907964	CERF
Registration Number:	4892561	INEEDIT
Registration Number:	3264553	FOUR RIVERS SOFTWARE SYSTEMS
Registration Number:	2993282	TMS ONLINE
Registration Number:	2922962	TMS WORKGROUP
Registration Number:	2979658	TMS ENTERPRISE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1860697	FOUR RIVERS
Registration Number:	1471300	TMS
Registration Number:	1527856	TOTAL MAINTENANCE SYSTEM
Registration Number:	1278323	TMS
Registration Number:	4421120	VFA
Registration Number:	4234944	VFA.AUDITOR MOBILE
Registration Number:	4007188	VFA SMARTSTART
Registration Number:	3402629	VFA.AUDITOR
Registration Number:	3389552	VFA.AUDITOR
Registration Number:	3395436	VFA.SPENDMANAGER
Registration Number:	3395437	VFA.SPENDMANAGER
Registration Number:	2996845	VFA.FACILITY
Registration Number:	2996820	VFA.FACILITY
Registration Number:	2941844	ASSETFUSION
Registration Number:	2906858	VFA
Registration Number:	2944443	ASSETFUSION
Registration Number:	2996891	PROCAPP
Registration Number:	2404857	VFA
Registration Number:	2372552	VFA
Registration Number:	2269398	RECAPP
Registration Number:	4224453	VISIONMM
Registration Number:	4224454	VISIONFM
Registration Number:	4224446	VISIONRE
Registration Number:	4224447	VISIONPM
Registration Number:	4224448	VISIONMSI
Registration Number:	3752949	EXPESITELITE
Registration Number:	3747481	EXPESITE LITE ARCHITECT & ENGINEER EDITI
Registration Number:	3655627	EXPESITE
Registration Number:	3129341	
Registration Number:	3148078	REPORT HAWK
Registration Number:	2689797	EXPESITE
Registration Number:	4051645	ACCRUENT

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 11668.204 Second Lien

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 05/17/2016

Total Attachments: 9

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, modified, restated or supplemented from time to time in accordance with the terms hereof and the Credit Agreement referred to below, this “*Agreement*”), dated as of May 16, 2016, is made by each of the entities listed on the signature pages hereof (each, a “*Grantor*” and collectively, the “*Grantors*”), in favor of BABSON CAPITAL FINANCE LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, “*Administrative Agent*”) for the Lenders from time to time party to the Credit Agreement referred to below and the other holders of Secured Obligations.

W I T N E S S E T H:

WHEREAS, ATHENA SUB, LLC, a Delaware limited liability company (the “*Initial Borrower*”), ACCRUENT, LLC, a Delaware limited liability company (after the Contribution, the “*Successor Borrower*”), the Guarantors from time to time party thereto, the Administrative Agent and the Lenders from time to time party thereto are parties to a Second Lien Credit and Guaranty Agreement dated as of the date hereof (as amended, modified, restated or supplemented from time to time, the “*Credit Agreement*”), pursuant to which the Administrative Agent and the Lenders have agreed, subject to certain terms and conditions, to make term loans and certain other financial accommodations available to the Borrower.

WHEREAS, Administrative Agent and Lenders are willing to make term loans and certain other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent for the benefit of the Secured Creditors (a) that certain Second Lien Security Agreement dated as of the date hereof (as amended, modified, restated or supplemented from time to time in accordance with the terms thereof and the Credit Agreement, the “*Security Agreement*”) among the Grantors, the other Debtors party thereto and the Administrative Agent and (b) this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and if not defined therein, in the Security Agreement. The term “*Trademarks*” shall mean all rights, title and interests in or relating to trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, print and labels of each Grantor on which any of the foregoing have appeared or appear and, in each case, all goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith (other than an “intent to use” application unless and until a verified “Statement of Use” or “Amendment to Allege Use” with respect thereto is filed with the United States Patent and Trademark Office with respect to such application) .

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the Secured Obligations, each Grantor hereby grants to Administrative Agent a continuing security interest (subject only to lien subordination as set forth in the Intercreditor Agreement and other Liens permitted under the Credit Agreement) in all of its right, title and interest in, to and under the following (other than any Excluded Assets), whether presently existing or hereafter created or acquired (collectively, but after excluding any Excluded Assets, the “*Trademark Collateral*”):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between any of the terms and provisions in this Agreement and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. Each Grantor acknowledges that this Agreement is and shall be effective upon its execution and delivery by such Grantor to the Administrative Agent, and it shall not be necessary for the Administrative Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns under the Credit Agreement.

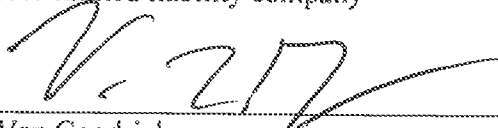
7. GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

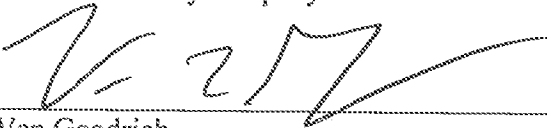
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ACCRUENT, LLC,
a Delaware limited liability company

By 
Name: Van Goodrich
Title: Chief Executive Officer

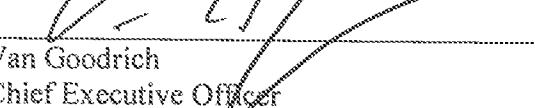
EXPESITE LLC,
an Ohio limited liability company

By 
Name: Van Goodrich
Title: Chief Executive Officer

VFA, INC.,
a Delaware corporation

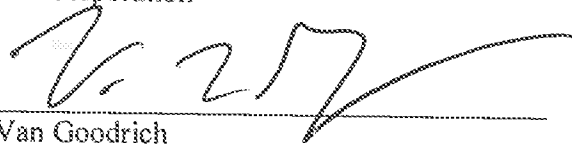
By 
Name: Van Goodrich
Title: Chief Executive Officer

FOUR RIVERS SOFTWARE SYSTEMS, INC.,
a Delaware corporation

By 
Name: Van Goodrich
Title: Chief Executive Officer

[Signature page to Second Lien Trademark Security Agreement]

**MAINSRING HEALTHCARE SOLUTIONS,
INC.,**
a Delaware corporation

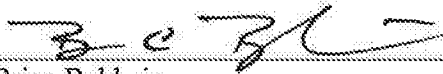
By 
Name: Van Goodrich
Title: Chief Executive Officer

{Signature page to Second Lien Trademark Security Agreement}

**TRADEMARK
REEL: 005795 FRAME: 0548**

ACCEPTED AND ACKNOWLEDGED BY:

BABSON CAPITAL FINANCE LLC, as Administrative Agent

By 
Name Brian Baldwin
Title Managing Director


[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005795 FRAME: 0549



SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Trademark	Registration Number	Registration Date
Mainspring Healthcare Solutions, Inc.	IGOTIT	86159843 (Application Number)	N/A
Mainspring Healthcare Solutions, Inc.	MobileTech	4908063	03/01/2016
Mainspring Healthcare Solutions, Inc.	Mainspring Healthcare Solutions	4908043	03/01/2016
Mainspring Healthcare Solutions, Inc.	iLoveIt	4908018	03/01/2016
Mainspring Healthcare Solutions, Inc.	Hospital Operations. Like Clockwork.	4907981	03/01/2016
Mainspring Healthcare Solutions, Inc.	AIR	4907983	03/01/2016
Mainspring Healthcare Solutions, Inc.	CERF	4907964	03/01/2016
Mainspring Healthcare Solutions, Inc.	iNeedIt	4892561	01/26/2016
Four Rivers Software Systems, Inc.	 Four Rivers SOFTWARE SYSTEMS	3264553	07/17/2007
Four Rivers Software Systems, Inc.	TMS ONLINE	2993282	09/06/2005
Four Rivers Software Systems, Inc.	TMS WORKGROUP	2922962	02/01/2005

Grantor	Trademark	Registration Number	Registration Date
Four Rivers Software Systems, Inc.	TMS ENTERPRISE	2979658	07/26/2005
Four Rivers Software Systems, Inc.	FOUR RIVERS 	1860697	01/11/1993
Four Rivers Software Systems, Inc.	TMS	1471300	01/05/1988
Four Rivers Software Systems, Inc.	TOTAL MAINTENANCE SYSTEM	1527856	03/07/1989
Four Rivers Software Systems, Inc.	TMS	1278323	05/15/1984
VFA, Inc.	VFA	4421120	10/22/2013
VFA, Inc.	VFA.AUDITOR MOBILE	4234944	10/30/2012
VFA, Inc.	VFA.SMARTSTART	4007188	08/02/2011
VFA, Inc.	VFA.AUDITOR	3402629	03/25/2008
VFA, Inc.	VFA.AUDITOR	3389552	02/26/2008
VFA, Inc.	VFA.SPENDMANAGER	3395436	03/11/2008
VFA, Inc.	VFA.SPENDMANAGER	3395437	03/11/2008

Grantor	Trademark	Registration Number	Registration Date
VFA, Inc.	VFA.FACILITY	2996845	09/20/2005
VFA, Inc.	VFA.FACILITY	2996820	09/20/2005
VFA, Inc.	ASSETFUSION	2941844	04/19/2005
VFA, Inc.	VFA	2906858	11/30/2004
VFA, Inc.	ASSETFUSION	2944443	04/26/2005
VFA, Inc.	PROCAPP	2996891	09/20/2005
VFA, Inc.	VFA	2404857	11/14/2000
VFA, Inc.	VFA	2372552	08/01/2000
VFA, Inc.	RECAPP	2269398	08/10/1999
expeSite LLC	VISION ^{MM}	4224453	10/16/2012
expeSite LLC	VISION ^{FM}	4224454	10/16/2012
expeSite LLC	VISION ^{RE}	4224446	10/16/2012

Grantor	Trademark	Registration Number	Registration Date
expeSite LLC	VISION ^{PM}	4224447	10/16/2012
expeSite LLC	VISION ^{MSI}	4224448	10/16/2012
expeSite LLC	EXPESITELITE	3752949	02/23/2010
expeSite LLC	exesite  lite <small>architect & engineer solutions</small>	3747481	02/09/2010
expeSite LLC	EXPESITE	3655627	07/14/2009
expeSite LLC		3129341	08/15/2006
expeSite LLC	REPORT HAWK	3148078	09/26/2006
expeSite LLC	EXPESITE	2689797	02/25/2003
Accruent, LLC	accruent	4051645	11/08/2011