

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488242

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TriTech Software Systems		08/31/2018	Corporation:
Metro Technology Services, Inc.		08/31/2018	Corporation:
Admit Computer Services, Inc.		08/31/2018	Corporation:
Tiburon, Inc.		08/31/2018	Corporation:
Public Safety Corporation		08/31/2018	Corporation:
Superion, LLC		08/31/2018	Limited Liability Company:
Advanced Public Safety, LLC		08/31/2018	Limited Liability Company:
Aptean ClinicalLink, LLC		08/31/2018	Limited Liability Company:
Jurisdiction Online, LLC		08/31/2018	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Collateral Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	3267515	CRIMEVIEW
Registration Number:	4363113	NEARME
Registration Number:	2479984	VISIONAIR
Registration Number:	2466751	PUBLIC SAFETY SUITE
Registration Number:	3285635	TRITECH SOFTWARE THAT SAVES LIVES
Registration Number:	3285634	TRITECH
Registration Number:	2083234	ALERT
Registration Number:	4625542	METROALERT
Registration Number:	4888680	METROALERT
Registration Number:	4574382	METRO TECHNOLOGY SERVICES, INC.

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4428899	A
Registration Number:	4497133	VISUALALERT
Registration Number:	1775734	IMPACT
Registration Number:	4187361	DISPATCHNOW
Registration Number:	4152537	DISPATCHNOW
Registration Number:	2039860	TIBURON
Registration Number:	1988496	
Registration Number:	1999513	
Registration Number:	2080645	TIBURON
Registration Number:	2711707	CRY WOLF THE FALSE ALARM SOLUTION
Registration Number:	3980620	CRYWOLF
Registration Number:	4001429	MEDALLION
Registration Number:	3417440	ASSESSMENTBUILDER
Registration Number:	2273402	CITYSOFT
Registration Number:	2713952	CLICK2GOV
Registration Number:	2284471	CRIMES
Registration Number:	2271426	FIRES
Registration Number:	2189347	GMBA
Registration Number:	4200871	GOVNOW
Registration Number:	1628166	IEPPLUS
Registration Number:	2294203	INFISYS
Registration Number:	2278226	MOBILEFLASH
Registration Number:	3807649	OLA
Registration Number:	3408585	PERFORMANCE PATHWAYS
Registration Number:	4147180	PLUS 360
Registration Number:	2957697	PLUS SERIES
Registration Number:	3417441	TECHPATHS
Registration Number:	4972536	TRAKIT
Registration Number:	2787721	ADVANCED PUBLIC SAFETY
Registration Number:	5227598	APS ADVANCED PUBLIC SAFETY
Registration Number:	2700074	JURISDICTION ONLINE
Serial Number:	86607590	ONESOLUTION
Serial Number:	87751819	CLINICALLINK
Serial Number:	87751825	CLINICALLINK

CORRESPONDENCE DATA

Fax Number: 3129939767

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.

TRADEMARK

REEL: 006427 FRAME: 0467

Phone: 312.876.7700
Email: thomas.buettner@lw.com
Correspondent Name: Thomas J. Buettner
Address Line 1: Latham & Watkins LLP
Address Line 2: 330 North Wabash Avenue, Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 057121-0316

NAME OF SUBMITTER: Thomas J. Buettner

SIGNATURE: /tjb/

DATE SIGNED: 08/31/2018

Total Attachments: 7

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SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARKS

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of August 31, 2018 (this "Agreement"), is made by each of the parties listed on the signatures pages hereto as a "Grantor" (the "Grantors"), in favor of Antares Capital LP, as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of August 31, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among SUPERMOOSE HOLDCO, LLC, a Delaware limited liability company ("Holdings"), SUPERMOOSE BORROWER, LLC, a Delaware limited liability company (the "Borrower"), the Lenders from time to time party thereto, Antares Capital LP, as the Administrative Agent and the Collateral Agent and the other parties from time to time party thereto, the Lenders have severally agreed to make their respective loans to Holdings, the Borrower and the Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and any Subsidiaries of the Borrower that are or become a party thereto as Grantors, have executed and delivered the Second Lien Security Agreement, dated as of August 31, 2018 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans to the Borrower, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, 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 or provided by reference in Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the following property owned by such Grantor or in which such Grantor has any right title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, but excluding the Excluded Property:

(i) the Trademarks listed on Schedule A hereto, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights, priorities and privileges related thereto, and (iv) all rights to sue at law or in equity for any infringement, dilution or other violation or impairment thereof, including the right to receive all Proceeds therefrom; but excluding any "intent to use" Trademark application filed in the United States Patent and Trademark Office unless and until an amendment to allege use or a statement of use has been filed with, and accepted by, the United States Patent and Trademark Office to the extent, if any, that, and solely during the period, if any, in which

the grant of a security interest therein would impair the validity or enforceability of such “intent to use” Trademark application or any registration issuing therefrom under federal law;

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral of such Grantor under this Second Lien Grant of Security Interest in Trademarks.

5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

TRITECH SOFTWARE SYSTEMS;
METRO TECHNOLOGY SERVICES, INC.;
ADMIT COMPUTER SERVICES, INC.;
TIBURON, INC.;
PUBLIC SAFETY CORPORATION;
SUPERION, LLC;
ADVANCED PUBLIC SAFETY, LLC;
APTEAN CLINICALLINK, LLC; AND
JURISDICTION ONLINE, LLC,
each as a Grantor

By: 
Name: Simon Angove
Title: Chief Executive Officer

[Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006427 FRAME: 0471

ANTARES CAPITAL LP,
as the Collateral Agent

By:  _____

Name: Phillip P. Smith

Title: Duly Authorized Signatory

[Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006427 FRAME: 0472

SCHEDULE A

U.S. Trademark/ Registrations and Applications

TriTech Software Systems

Mark	Registration Number	Registration Date
CRIMEVIEW	3,267,515	July 24, 2007
NEARME	4,363,113	July 9, 2013
VISIONAIR	2,479,984	August 21, 2001
PUBLIC SAFETY SUITE	2,466,751	July 3, 2001
TRITECH SOFTWARE THAT SAVES LIVES	3,285,635	August 28, 2007
TRITECH	3,285,634	August 28, 2007



Metro Technology Services, Inc.

Mark	Registration Number	Registration Date
ALERT	2,083,234	July 29, 1997
METROALERT	4,625,542	October 21, 2014
METROALERT	4,888,680	January 19, 2016
METRO TECHNOLOGY SERVICES, INC.	4,574,382	July 29, 2014
A (drawing)	4,428,899	November 5, 2013
VISUALALERT	4,497,133	March 18, 2014

Admit Computer Services, Inc.

Mark	Registration Number	Registration Date
IMPACT Logo	1,775,734	June 8, 1993

Tiburon, Inc.

Mark	Registration Number	Registration Date
DISPATCHNOW	4,187,361	August 7, 2012
DISPATCHNOW	4,152,537	June 5, 2012
TIBURON	2,039,860	February 25, 1997
Design Only 	1,988,496	July 23, 1996
Design Only 	1,999,513	September 10, 1996

Mark	Registration Number	Registration Date
TIBURON	2,080,645	July 22, 1997

Public Safety Corporation

Mark	Registration Number	Registration Date
CRY WOLF THE FALSE ALARM SOLUTION and Design	2,711,707	April 29, 2003
CRYWOLF	3,980,620	June 21, 2011
MEDALLION	4,001,429	July 26, 2011

Superion, LLC

Mark	Registration Number	Registration Date
ASSESSMENTBUILDER	3,417,440	April 29, 2008
CITYSOFT	2,273,402	August 31, 1999
CLICK2GOV	2,713,952	May 6, 2003
CRIMES	2,284,471	October 12, 1999
FIRES	2,271,426	August 24, 1999
GMBA	2,189,347	September 15, 1998
GOVNOW	4,200,871	September 4, 2012
IEPPLUS	1,628,166	December 18, 1990
INFISYS	2,294,203	November 23, 1999
MOBILEFLASH & Design	2,278,226	September 14, 1999
OLA	3,807,649	June 22, 2010
ONESOLUTION	86/607,590	Pending
PERFORMANCE PATHWAYS	3,408,585	April 8, 2008
PLUS 360	4,147,180	May 22, 2012
PLUS SERIES	2,957,697	May 31, 2005
TECHPATHS	3,417,441	April 29, 2008
TRAKIT	4,972,536	June 7, 2016

Advanced Public Safety, LLC

Mark	Registration Number	Registration Date
ADVANCED PUBLIC SAFETY	2,787,721	November 25, 2003
APS ADVANCED PUBLIC SAFETY	5,227,598	June 20, 2017

Aptean ClinicalLink, LLC

Mark	Application Number	Filing Date
CLINICALLINK	87/751,819	January 11, 2018

Mark	Application Number	Filing Date
CLINICALLINK	87/751,825	January 11, 2018

Jurisdiction Online, LLC

Mark	Registration Number	Registration Date
JURISDICTION ONLINE	2,700,074	March 25, 2003