

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.




<p><b>1. Name of conveying party(ies):</b></p> <p>Datatel, Inc.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation- State: _____  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) USA - VA _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b></p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p> <p>Name: <u>BANK OF AMERICA, N.A., as Collateral Agent</u></p> <p>Internal _____  Address: _____</p> <p>Street Address: <u>101 North Tryon Street, 17th Floor</u></p> <p>City: <u>Charlotte</u></p> <p>State: <u>NC</u></p> <p>Country: <u>USA</u>      Zip: <u>28255</u></p> <p><input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input type="checkbox"/> Corporation      Citizenship _____  <input checked="" type="checkbox"/> Other <u>NA</u>      Citizenship <u>USA-NC</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance )/Execution Date(s) :</b></p> <p>Execution Date(s) <u>01/19/2012</u></p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	
<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) See Schedule A</p> <p>B. Trademark Registration No.(s) See Schedule A</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p><b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b></p>	
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>James Murray</u></p> <p>Internal Address: <u>CT Lien Solutions</u></p> <p>Street Address: <u>4400 Easton Commons Way, Suite 125</u></p> <p>City: <u>Columbus</u></p> <p>State: <u>OH</u>      Zip: <u>43219</u></p> <p>Phone Number: <u>614-280-3566</u></p> <p>Fax Number: <u>800-516-6304</u></p> <p>Email Address: <u>James.Murray@wolterskluwer.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">8</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$</b> _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>Deposit Account Number _____  Authorized User Name _____</p>
<p><b>9. Signature:</b> _____ <span style="float: right;">01/23/2012</span></p> <p style="text-align: center;"><i>James D. Murray</i> Signature</p> <p style="text-align: center;">Date</p> <p style="text-align: center;">James D. Murray</p> <p style="text-align: center;">Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 10px;">7</span></p>	



Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A TO THE  
TRADEMARK  
SECURITY AGREEMENT

UNITED STATES REGISTERED AND APPLIED FOR

TRADEMARKS

Owner/Grantor	Trademark	Registration Number	Jurisdiction	Registration Date
Datatel, Inc.	THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS  THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS	3,333,874	U.S. Federal	11/13/2007
Datatel, Inc.	DATATEL THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS   <small>• The Datatel Center for Institutional Effectiveness •</small>	3,333,877	U.S. Federal	11/13/2007
Datatel, Inc	THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS  THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS	3,333,876	U.S. Federal	11/13/2007
Datatel, Inc	DATATEL THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS   <small>• The Datatel Center for Institutional Effectiveness •</small>	3,333,878	U.S. Federal	11/13/2007
Datatel, Inc	DATATEL 	3,179,234	U.S. Federal	12/5/2006
Datatel, Inc	COLLEAGUE	2,989,646	U.S. Federal	8/30/2005
Datatel, Inc	COLLEAGUE	2,989,648	U.S. Federal	8/30/2005

Owner/Grantor	Trademark	Registration Number	Jurisdiction	Registration Date
Datatel, Inc.	DATATEL	1,628,728	U.S. Federal	12/18/1990
LiquidMatrix Corp.	ACTIVEATHLETICS	R30191	U.S. State - New York	7/10/2003
LiquidMatrix Corp.	ACTIVEALUMNI	R30189	U.S. State - New York	7/10/2003
LiquidMatrix Corp.	ACTIVEADMISSIONS	R30190	U.S. State - New York	7/10/2003
LiquidMatrix Corp.	LIQUIDMATRIX	S17698	U.S. State - New York	10/15/2001
LiquidMatrix Corp.	MAKING YOUR .EDU WORK FOR YOU	S17699	U.S. State - New York	10/15/2001
Datatel, Inc.	ACTIVECAMPUS 	R29780	U.S. State - New York	10/15/2001
Datatel, Inc.	DATATEL & Design 	TMA702017	Canada	11/29/2007
Datatel, Inc.	COLLEAGUE	TMA670752	Canada	8/22/2006

**EXECUTION VERSION**  
**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "IP Security Agreement"), dated as of January 20, 2012, by and between the Person listed on the signature pages hereof (the "Grantor"), and BANK OF AMERICA, N.A., as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of January 19, 2012, among SOPHIA, L.P., a Delaware limited partnership (the "Borrower"), each of the subsidiaries of the Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof (each such subsidiary, individually, a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; and, together with the Borrower, collectively, the "Grantors") and the Collateral Agent (as supplemented by Supplement No. 1 to the Security Agreement, dated as of January 20, 2012, executed by each New Grantor party thereto, collectively, the "Security Agreement").

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, Grantor has agreed to execute or otherwise authenticate and deliver this IP Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor's U.S. Registered Intellectual Property with the United States Patent and Trademark Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such U.S. Registered Intellectual Property.

Accordingly, the Collateral Agent and Grantor agree as follows:

SECTION 1. Grant of Security. The 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 United States Trademark registrations and applications set forth in Schedule A hereto (collectively, the "Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

SECTION 3. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. 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 Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**SECTION 6. 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.**

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable 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. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this Agreement as of the day and year first above written.

**DATATEL, INC.**

By: Kevin M. Boyce  
Name: Kevin M. Boyce  
Title: Chief Financial Officer and Secretary

**BANK OF AMERICA, N.A.,**  
as Collateral Agent

By: *S. Valeva*  
Name: **Sanya Valeva**  
Title: **Vice President**