

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
Academic Software Plus, LLC			07/26/2012
			LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4019548	GRADMIT	
Registration Number:	4019333	SITEASSIGN	
Registration Number:	4019332	CLINICEVAL	
Registration Number:	4019331	WEBADMIT	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:		1992114	

CH \$115.00 4019548

NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	07/27/2012
Total Attachments: 5 source=3236383#page1.tif source=3236383#page2.tif source=3236383#page3.tif source=3236383#page4.tif source=3236383#page5.tif	

## TRADEMARK COLLATERAL AGREEMENT

This 26th day of July, 2012, Liaison International LLC, a Delaware limited liability company ("*Liaison*") with its principal place of business and mailing address at 311 Arsenal Street, Watertown, Massachusetts 02472 and Academic Software Plus, LLC, a Delaware limited liability company ("*Academic*," together with Liaison, the "*Debtors*," and each individually, a "*Debtor*") with its principal place of business and mailing address at 1576 Sweet Home Road, Amherst, New York 14228, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a chartered bank of Canada ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for each other Secured Party as defined in the Credit Agreement as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by the Debtors against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of the Debtors as set out in that certain Security Agreement bearing even date herewith between the Debtors, the Grantors from time to time party thereto and the Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by each Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as each Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-to-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Each Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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.

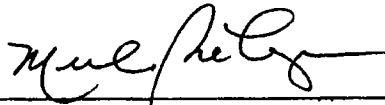
IN WITNESS WHEREOF, the Trademark Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LIAISON INTERNATIONAL LLC,  
as Trademark Grantor

By   
Name: Michael Behringer  
Title: Chief Operating Officer

ACADEMIC SOFTWARE PLUS, LLC,  
as Trademark Grantor

By   
Name: Michael Behringer  
Title: Chief Operating Officer

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Debtors have caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LIAISON INTERNATIONAL LLC


By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ACADEMIC SOFTWARE PLUS, LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Administrative Agent

By  \_\_\_\_\_  
Name Katie Jones  
Title Managing Director

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	DEBTOR	REG. NO.	GRANTED
CAS	LIAISON	4111055	March 13, 2012
GRADMIT	ACADEMIC	4019548	August 30, 2011
SiteAssign	ACADEMIC	4019333	August 30, 2011
CLINICEVAL	ACADEMIC	4019332	August 30, 2011
WEBADMIT	ACADEMIC	4019331	August 30, 2011

**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	DEBTOR	SERIAL NO.	FILED
EACCREDITATION	LIAISON	85450072	October 18, 2011