

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	Entity Type
PRACS Institute Management, LLC		06/20/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Freeport Financial LLC, as Agent		
Street Address:	500 W. Madison Street		
Internal Address:	Suite 1710		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3257599	CETERO	
Registration Number:	1935478	PRACS	
Registration Number:	1939722		
Registration Number:	3537149	DGD RESEARCH	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		

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ATTORNEY DOCKET NUMBER:	039250-0061
NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	07/31/2012
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 20, 2012, by PRACS INSTITUTE MANAGEMENT, LLC, a Delaware limited liability company ("Grantor"), in favor of FREEPORT FINANCIAL LLC, a Delaware limited liability company, in its capacity as Agent ("Agent") for the benefit of the Beneficiaries (as such term is defined herein).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among PRACS Institute Holdings, LLC, a Delaware limited liability company ("US Borrower"), PRACS Institute Canada B.C. LTD., a company organized under the laws of the province of British Columbia ("Canadian Borrower" and together with US Borrower, the "Borrowers"), Grantor, the other Persons named therein as Loan Parties, Agent, and the financial institutions from time to time party thereto as Lenders ("Lenders") (US Agent, Canadian Agent and Lenders, are collectively referred to therein as the "Beneficiaries") (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), US Lenders have agreed to make certain US Loans to US Borrower and incur Letter of Credit Obligations on behalf of US Borrower and to hold certain obligations assumed or incurred by US Borrower that constitute certain US Loans, and Canadian Term Lenders have agreed to hold certain obligations assumed or incurred by Canadian Borrower that constitute Canadian Term Loan C;

WHEREAS, Lenders are willing to make the Loans, incur Letter of Credit Obligations and hold certain obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Beneficiaries, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Beneficiaries, this Trademark Security 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, 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.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of the Beneficiaries, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of the Beneficiaries, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

[signature page follows]

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

PRACS INSTITUTE MANAGEMENT,
LLC, a Delaware limited liability company,
as Grantor

By: 
Name: Mark Ubert
Title: Chief Financial Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

FREEPORT FINANCIAL LLC, as Agent

By: _____
Name: Stephen Papalas
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

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By: _____
Name: Mark Ubert
Title: Chief Financial Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:


FREEPORT FINANCIAL LLC, as Agent

By: 
Name: Stephen Papalas
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

TRADEMARK REGISTRATIONS

Jurisdiction	Trademark	Registration No.	Owner	Status
United States	CETERO	3,257,599	PRACS Institute Management, LLC	Registered
Canada	CETERO	TMA710,057	PRACS Institute Management, LLC	Registered
European Union	CETERO	005688361	PRACS Institute Management, LLC	Registered
Japan	CETERO	5061496	PRACS Institute Management, LLC	Registered
United States	PRACS	1935478	PRACS Institute Management, LLC	Registered
United States		1939722	PRACS Institute Management, LLC	Registered
United States	DGD RESEARCH	3537149	PRACS Institute Management, LLC	Registered

TRADEMARK APPLICATIONS

Jurisdiction	Trademark	Application No.	Owner	Status
India	CETERO	1528441	PRACS Institute Management, LLC	Pending
India	CETERO	1542681	PRACS Institute Management, LLC	Pending

TRADEMARK LICENSES

None.