

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
CMS OPERATIONS, LLC		05/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NORTHSTAR MEZZANINE PARTNERS V L.P.		
Street Address:	45 SOUTH SEVENTH STREET		
Internal Address:	2310 PLAZA VII		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3985007	CMS MANAGEMENT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	6129778650		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	612-977-8483		
Email:	sbourdaux@briggs.com		
Correspondent Name:	Sarina Bourdaux		
Address Line 1:	80 South Eighth Street		
Address Line 2:	2200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	33324.60		
NAME OF SUBMITTER:	Lyndsay R. Capeder, Esq.		

CH \$40.00 3985007

Signature:	/LYNDSAY R. CAPEDER, ESQ./
Date:	05/13/2013
Total Attachments: 8 source=Reaffirmation and Trademark Security Agreement#page1.tif source=Reaffirmation and Trademark Security Agreement#page2.tif source=Reaffirmation and Trademark Security Agreement#page3.tif source=Reaffirmation and Trademark Security Agreement#page4.tif source=Reaffirmation and Trademark Security Agreement#page5.tif source=Reaffirmation and Trademark Security Agreement#page6.tif source=Reaffirmation and Trademark Security Agreement#page7.tif source=Reaffirmation and Trademark Security Agreement#page8.tif	

THIS DOCUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN AMENDED AND RESTATED SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF MAY 10, 2013 AMONG CMS OPERATIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("CMS OPERATIONS"), INTELLITEACH INC., A GEORGIA CORPORATION ("INTELLITEACH USA"), IQTRACK INC., A GEORGIA CORPORATION ("IQTRACK") ("IQTRACK" AND, TOGETHER WITH CMS OPERATIONS AND INTELLITEACH USA, EACH A "BORROWER" AND, COLLECTIVELY, THE "BORROWERS"), INTELLITEACH LTD., AN ENTITY ORGANIZED UNDER THE LAWS OF ENGLAND AND WALES ("INTELLITEACH UK"), CASH MANAGEMENT SOLUTIONS HOLDING COMPANY, A DELAWARE LIMITED LIABILITY COMPANY ("PARENT"), NORTHSTAR MEZZANINE PARTNERS V L.P., A DELAWARE LIMITED PARTNERSHIP (THE "SUBORDINATED CREDITOR") AND FIFTH THIRD BANK, AN OHIO BANKING CORPORATION ("SENIOR LENDER"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY BORROWERS, PARENT, INTELLITEACH UK AND CERTAIN OF THEIR AFFILIATES PURSUANT TO THE SENIOR SECURED LOAN DOCUMENTS (AS DEFINED IN THE SUBORDINATION AGREEMENT), AS EACH OF SUCH HAS BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THOSE AGREEMENTS AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

REAFFIRMATION OF SECURITY AGREEMENTS

This REAFFIRMATION OF SECURITY AGREEMENTS (this "Reaffirmation") is made as of May 10, 2013, by CMS OPERATIONS, LLC, a Delaware limited liability company ("Debtor"), for the benefit of NORTHSTAR MEZZANINE PARTNERS V L.P., a Delaware limited partnership ("Purchaser").

Pursuant to the terms of (a) that certain Security Agreement, dated as of October 2, 2008, made by Debtor in favor of Purchaser, (b) that certain Trademark Security Agreement, dated as of October 2, 2008, made by Debtor in favor of Purchaser and (c) that certain Patent Security Agreement, dated as of October 2, 2008, made by Debtor in favor of Purchaser (collectively, the "Security Agreements"), Debtor granted to Purchaser a continuing, perfected security interest in certain assets and personal property more particularly described therein as collateral security for all of the debts, liabilities and obligations owed by Debtor to Purchaser.

Debtor hereby acknowledges, agrees and reaffirms as follows:

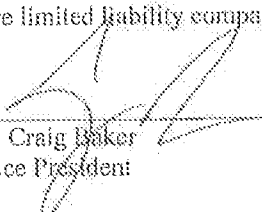
- The "Secured Obligations" (as defined in the Security Agreements) secured by the Security Agreements includes, without limitation, all debts, liabilities and obligations of Debtor arising under that certain Amended and Restated Note Purchase Agreement, dated on or about the date hereof, by and among Debtor, IntelliTeach Inc., a Georgia corporation, IQTrack Inc., a Georgia corporation, and Purchaser (as the same may be amended from time to time, the "Note Purchase Agreement").
- The Security Agreements remain in full force and effect and are enforceable against Debtor in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or similar laws relating to or affecting creditors' rights generally and by general equitable principles. Without limiting the generality of the foregoing, Debtor specifically agrees and confirms that Purchaser has a continuing and perfected security interest in all of the "Collateral" and "Proceeds," as each such term is defined in the Security Agreements.

- Debtor waives any right to require Purchaser to: (a) proceed against any other person; (b) marshal assets or proceed against or exhaust any security held from any other person; (c) give notice of the terms, time and place of any public or private sale or other disposition of personal property security held from any other person; (d) take any other action or pursue any other remedy in Purchaser's power; or (e) make any presentment or demand for performance, or give any notice of nonperformance, protest, notice of protest or notice of dishonor under the Security Agreements or in connection with any obligations or evidences of indebtedness held by Purchaser as security for or which constitute in whole or in part the Secured Obligations secured pursuant to the Security Agreements, or in connection with the creation of new or additional Secured Obligations.
- Debtor further waives any defense to its obligations under the Security Agreements based upon or arising by reason of: (a) any disability or other defense of any other person; (b) the cessation or limitation from any cause whatsoever, other than payment in full, of the Secured Obligations of any other person; (c) any lack of authority of any officer, director, partner, agent or any other person; (d) the application of the proceeds of any Secured Obligations for purposes other than the purposes represented to, or intended or understood by, Purchaser or Debtor; (e) any act or omission by Purchaser which directly or indirectly results in or aids the discharge of any portion of the Secured Obligations by operation of law or otherwise, or which in any way impairs or suspends any rights or remedies of Purchaser; (f) any impairment of the value of any interest in security for the Secured Obligations or any portion thereof, including without limitation, the failure to obtain or maintain perfection or recordation of any interest in any such security, the release of any such security without substitution, and/or the failure to preserve the value of, or to comply with applicable law in disposing of, any such security; (g) any modification of the Secured Obligations, in any form whatsoever, including any modification made after revocation as to any Secured Obligations incurred prior to such revocation, and including without limitation the renewal, extension, acceleration or other change in time for payment of, or other change in the terms of, the Secured Obligations or any portion thereof, including increase or decrease of the rate of interest thereon; or (h) any requirement that Purchaser give any notice of acceptance of the Security Agreements. Until all of the Secured Obligations have been paid in full, Debtor shall have no right of subrogation, and Debtor waives any right to enforce any remedy which Purchaser now has or may hereafter have against Debtor or any other person and waives any benefit of, or any right to participate in, any security now or hereafter held by Purchaser. Debtor further waives all rights and defenses Debtor may have arising out of (i) any election of remedies by Purchaser, even though that election of remedies, such as a non-judicial foreclosure with respect to any security for any portion of the Secured Obligations, or (ii) any loss of rights Debtor may suffer by reason of any rights, powers or remedies in connection with any anti-deficiency laws or any other laws limiting, qualifying or discharging Debtor's Secured Obligations, whether by operation of law or otherwise, including any rights Debtor may have to a fair market value hearing to determine the size of a deficiency following any foreclosure sale or other disposition of any real property security for any portion of the Secured Obligations.
- Without limiting the generality of the foregoing, Debtor agrees that it shall be subject to, and bound by, all covenants, agreements, representations and warranties set forth in the Note Purchase Agreement.

This Reaffirmation shall not be construed, by implication or otherwise, as imposing any requirement that Purchaser notify or seek the consent of Debtor relative to any past or future extension of credit, or modification, extension or other action with respect thereto, in order for any such extension of credit or modification, extension or other action with respect thereto to be subject to the Security Agreements, it being expressly acknowledged and reaffirmed that Debtor has, under the Security Agreements, consented to modifications, extensions and other actions with respect thereto without any notice thereof.

IN WITNESS WHEREOF, Debtor has caused this Reaffirmation to be executed as of the date first above.

CMS OPERATIONS, LLC,
a Delaware limited liability company

By: 
Name: W. Craig Baker
Title: Vice President

[Signature Page to Reaffirmation of Security Agreements – CMS Operations, LLC]

TRADEMARK SECURITY AGREEMENT

Dated: October 2, 2008

WHEREAS, CMS OPERATIONS, LLC, a Delaware limited liability company, successor by merger to CMS MERGER SUB, INC., a Delaware corporation ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and NORTHSTAR MEZZANINE PARTNERS V L.P., a Delaware limited partnership (together with its successors and assigns, "Grantee"), are parties to a Note Purchase Agreement, dated as of October 2, 2008 (as the same may be amended and in effect from time to time, the "Note Purchase Agreement"), providing for the purchase by Grantee from Grantor of a promissory notes in the aggregate original principal amount of \$10,250,000; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of October 2, 2008 by and between Grantor and Grantee (as said agreement may be amended and in effect from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in all or substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Note Purchase Agreement and the Other Agreements (as defined in the Note Purchase Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated

with any Trademark, Trademark registration or Trademark licensed under any Trademark License.


This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

[Remainder of page intentionally left blank;
signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the day and year first above written.

GRANTOR:

CMS OPERATIONS, LLC
a Delaware limited liability company

By: 
Name: Mike D. Brookshire
Title: Secretary

ACKNOWLEDGED AND ACCEPTED ON
THE DATE FIRST WRITTEN ABOVE:

NORTHSTAR MEZZANINE PARTNERS V L.P.
a Delaware limited partnership

By: Northstar Capital, LLC
Its General Partner

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the day and year first above written.

GRANTOR:


CMS OPERATIONS, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND ACCEPTED ON
THE DATE FIRST WRITTEN ABOVE:

NORTHSTAR MEZZANINE PARTNERS V L.P.
a Delaware limited partnership

By: Northstar Capital, LLC
Its General Partner

By: 
Name: Douglas E. Mark
Title: Managing Partner

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

**Schedule 1 to
Trademark Security Agreement**

TRADEMARK REGISTRATIONS

MARK	REG. NO.	REGISTERED	OWNER
Cash Management Solutions	2528644	July 12, 2000	CMS Operations, LLC

TRADEMARK APPLICATIONS

IRIS	77535161	Filed with the USPTO on July 30, 2008	CMS Operations, LLC
------	----------	---------------------------------------	---------------------

TRADEMARK LICENSES

NAME OF AGREEMENT	PARTIES	DATE OF AGREEMENT
	- None -	

COMMON LAW TRADEMARKS

None