

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
Prosites, Inc.		06/25/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Fifth Street Finance Corp., as Administrative Agent		
Street Address:	10 Bank Street		
Internal Address:	12th Floor		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85590533	TAP FOR APP	
Serial Number:	85895082	YOU HAVE A PHONE. WE MAKE IT RING.	
Serial Number:	85725807	YOUR FEET WILL THANK YOU	
Serial Number:	85644323	WORKING TOGETHER...DELIVERING SMILES	
Serial Number:	85234226	PASSPORT TO NEW PATIENTS	
Registration Number:	3695202	POINT. CLICK. LAUNCH.	
Registration Number:	3645464	PROSITES	
Registration Number:	4192114	PATIENT RATED	
CORRESPONDENCE DATA			
Fax Number:	7145469035		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	714-641-5100		
Email:	trademarks@rutan.com		

CH \$215.00 85590533

Correspondent Name: Lindsay Hulley c/o Rutan & Tucker, LLP
Address Line 1: 611 Anton Boulevard
Address Line 2: Suite 1400
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	024969-0109
NAME OF SUBMITTER:	Lindsay J. Hulley
Signature:	/Lindsay J. Hulley/
Date:	07/02/2013

Total Attachments: 6
source=Prosites Security Agreement#page1.tif
source=Prosites Security Agreement#page2.tif
source=Prosites Security Agreement#page3.tif
source=Prosites Security Agreement#page4.tif
source=Prosites Security Agreement#page5.tif
source=Prosites Security Agreement#page6.tif

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, dated as of June 25, 2013, between PROSITES, INC., a California corporation (the "Assignor"), and FIFTH STREET FINANCE CORP., a Delaware corporation, as Administrative Agent for itself and for certain other Lenders (as defined in the Credit Agreement referred to below) (together with its successors and assigns, "Administrative Agent"). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement.

WHEREAS, the Assignor is the owner of the Trademarks listed on Schedule A hereto;

WHEREAS, CPASITESOLUTIONS, INC. a Vermont corporation and successor by merger to CPASS ACQUISITION COMPANY, a Vermont corporation ("Borrower"), Administrative Agent and the Lenders have entered into that certain Credit Agreement dated as of November 21, 2011, as amended by that certain First Amendment and Waiver to Credit Agreement of even date herewith (as may be further amended, modified, substituted, extended or restated from time to time, the "Credit Agreement");

WHEREAS, the Assignor is a wholly owned subsidiary of Borrower;

WHEREAS, all Obligations have been guaranteed by the Assignor pursuant to that certain Guaranty of even date herewith;

WHEREAS, all Obligations are secured pursuant to the terms of that certain Security Agreement, dated November 21, 2011 (as may be amended, modified, substituted, extended or restated from time to time, the "Security Agreement"), to which the Assignor became a party pursuant to that certain Assumption Agreement of even date herewith;

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to Secured Parties (as defined below) a security interest in certain of the Assignor's assets, including without limitation the Trademarks listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations;

WHEREAS, it is a condition precedent to the Lenders making loans or otherwise extending credit under the Credit Agreement that the Assignor execute and deliver to Administrative Agent this Agreement (as defined below); and

WHEREAS, this Agreement is supplemental to the provisions contained in the Credit Agreement and other Loan Documents.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this Section 1:

Agreement. This Trademark Collateral Assignment and Security Agreement, as the same may be hereafter amended, modified, substituted, extended or restated, from time to time.

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral, any value received as a consequence of the ownership, possession, use or practice of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral.

PTO. The United States Patent and Trademark Office.

Trademark Collateral. All of the Assignor's right, title and interest in and to all of the Trademarks listed on Schedule A attached hereto, the Trademark Rights and Proceeds therein.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: (i) the right (but not the obligation) to register claims under any federal, state or foreign trademark law or regulation, (ii) the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Secured Parties for any and all past, present and future infringements of or any other damages or injury to the Trademarks, (iii) the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury, (iv) the right (but not the obligation) to license rights to the Trademarks, including those listed on Schedule A to third parties, and (v) the right (but not the obligation) to make and prosecute applications or renewals for the Trademarks, including those listed on Schedule A.

Secured Parties. Collectively, the Lenders and the Administrative Agent.

2. **Grant of Security Interest.** To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants and collaterally assigns to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, A CONTINUING SECURITY INTEREST IN all of the Trademark Collateral. THE SECURED PARTIES ASSUME NO LIABILITY ARISING IN ANY WAY BY REASON OF THEIR HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH THE ASSIGNOR IS A PARTY RELATING TO THE TRADEMARKS.

3. **Acknowledgement of Security Agreement.** This Trademark Agreement has been executed and delivered by the Assignor for the purpose of recording the grant of security

interest herein with the PTO and any and all appropriate foreign Governmental Authorities. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Assignor 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 Credit Agreement and 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.

4. Termination. On the Termination Date, this Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Trademark Collateral previously granted, assigned, transferred and conveyed to the Secured Parties by the Assignor pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Secured Parties pursuant hereto or the Credit Agreement.

[signatures on next page]

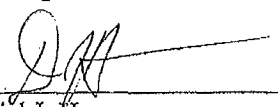
SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Trademark Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

“Assignor”

PROSITES, INC.,
a California corporation

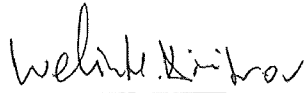
By: _____


Daniel J. Haynes
Vice President and Secretary

“Administrative Agent”

FIFTH STREET FINANCE CORP.,
a Delaware corporation

By: Fifth Street Management LLC,
a Delaware limited liability company,
its Agent

By: 
Ivelin M. Dimitrov
Chief Investment Officer

SCHEDULE A

Trademarks and Trademark Applications

Description	Country	Application Number	Filed	Registration Number	Registration Date	Status
TAP FOR APP	United States of America	85590533	4/5/2012	n/a	n/a	Pending
YOU HAVE A PHONE. WE MAKE IT RING.	United States of America	85895082	4/4/2013	n/a	n/a	Pending
YOUR FEET WILL THANK YOU	United States of America	85725807	9/11/2012	n/a	n/a	Pending
WORKING TOGETHER... DELIVERING SMILES	United States of America	85644323	6/6/2012	4246119	11/20/2012	Registered
PASSPORT TO NEW PATIENTS	United States of America	85234226	2/4/2011	4151125	5/29/2012	Registered
POINT. CLICK. LAUNCH.	United States of America	77671923	2/17/2009	3695202	10/13/2009	Registered
PROSITES	United States of America	77269544	8/31/2007	3645464	6/30/2009	Registered
PATIENT RATED	United States of America	85267289	3/15/2011	4,192,114	8/14/2012	Registered