

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
EXAMSOFT WORLDWIDE, INC.		08/23/2013	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	National Documentation Services, Mail Code 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	3467813	FLEX-SITE
Registration Number:	3328870	SOFTSCORE
Registration Number:	3323592	SOFTTEST
Registration Number:	2365870	EXAMSOFT

CORRESPONDENCE DATA	
Fax Number:	7349302494
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	734-761-3780
Email:	asujek@bodmanlaw.com
Correspondent Name:	Angela Alvarez Sujek - Bodman PLC
Address Line 1:	201 South Division, Suite 400
Address Line 4:	Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
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Signature:	/Angela Alvarez Sujek/
Date:	08/28/2013
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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(EXAMSOFT)

This Intellectual Property Security Agreement is entered into as of August 23, 2013 by and between COMERICA BANK ("Bank") and EXAMSOFT WORLDWIDE, INC, a Florida corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and Examsoft Worldwide Holdings, LLC, a Delaware limited liability company (each a "Borrower" and collectively "Borrowers") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrowers dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations under the Loan Agreement and all other agreements now existing or hereafter arising between any Borrower and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations now existing or hereafter arising between any Borrower and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

THIS AGREEMENT AND THE OTHER "LOAN AGREEMENTS" (AS SUCH TERM IS DEFINED IN SECTION 26.02(a)(2) OF THE TEXAS BUSINESS AND COMMERCE CODE, AS AMENDED)

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REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

12720 Hillcrest Rd., Suite 650
Dallas, TX 75230

Attn: David Schobel

EXAMSOFT WORLDWIDE, INC.

By: [Signature]

Title: President

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By: [Signature]

Title: Vice President

[Signature Page to Intellectual Property Security Agreement (1323073)]

TRADEMARK
REEL: 005100 FRAME: 0951

EXHIBIT A

Copyrights

None.

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EXHIBIT B

Patents

None.

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EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
FLEX-SITE	78/476824	8/31/04	3,467,813	7/15/08
SOFTSCORE	77/117752	2/27/07	3,328,870	11/6/07
SOFTTEST	77/113013	2/21/07	3,323,592	10/30/07
EXAMSOFT	75/593171	12/4/98	2,365,870	7/11/00

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