

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
The Schumacher Group of Delaware, Inc.		06/04/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2554981	THE SCHUMACHER GROUP
Registration Number:	2450978	S THE SCHUMACHER GROUP
Registration Number:	2625232	EDPLUS
Registration Number:	3605522	SCHUMACHER GROUP
Registration Number:	3605520	S

CORRESPONDENCE DATA

Fax Number: 4155911400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 415-591-1000
 Email: trademarksSF@winston.com
 Correspondent Name: Sandra Owen, Winston & Strawn LLP
 Address Line 1: 101 California Street
 Address Line 2: Suite 3900

Address Line 4: San Francisco, CALIFORNIA 94111-5894

ATTORNEY DOCKET NUMBER: 080034.01344

NAME OF SUBMITTER: Sandra Owen

Signature: /Sandra Owen/

Date: 09/11/2013

Total Attachments: 6

source=Schumacher-General Electric-Trademark Security#page1.tif

source=Schumacher-General Electric-Trademark Security#page2.tif

source=Schumacher-General Electric-Trademark Security#page3.tif

source=Schumacher-General Electric-Trademark Security#page4.tif

source=Schumacher-General Electric-Trademark Security#page5.tif

source=Schumacher-General Electric-Trademark Security#page6.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 4, 2010 (this "Trademark Security Agreement"), by The Schumacher Group of Delaware, Inc., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Administrative Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 4, 2010, by and among Grantor, the other Persons named therein as Loan Parties, Administrative Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans to and to incur L/C Obligations for the benefit of Grantor;

WHEREAS, Administrative Agent and Lenders are willing to make Loans and to incur L/C Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement, dated as of June 4, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of Lenders, 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 Administrative Agent, on behalf of itself and Lenders, 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 IP Licenses in respect of Trademarks 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 IP License in respect of Trademarks; 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 IP License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any IP License.

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

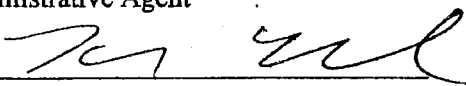
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

The Schumacher Group of Delaware, Inc.,
a Delaware corporation,
as Grantor

By: _____
Name: Marie Bourque
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Administrative Agent

By: 
Name: _____
Title: Duly Authorized **Keith Bird**

Duly Authorized Signatory

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.

**The Schumacher Group of Delaware,
Inc., a Delaware corporation,
as Grantor**

By: Marie Bourque
Name: Marie Bourque
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Administrative Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

TRADEMARK SECURITY AGREEMENT

**TRADEMARK
REEL: 005109 FRAME: 0149**

ACKNOWLEDGMENT OF GRANTOR

STATE OF LOUISIANA)
) ss.
PARISH OF LAFAYETTE)

On this 4th day of June, 2010 before me personally appeared Marie Bourque, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Schumacher Group of Delaware, Inc., who being by me duly sworn did depose and say that (s)he is an authorized officer of said entity, that the said instrument was signed on behalf of said entity as authorized by its Board of Directors or other applicable governing body, as the case may be, and that (s)he acknowledged said instrument to be the free act and deed of said entity.

Bonnie Baulieu
Notary Public

{seal}

TRADEMARK SECURITY AGREEMENT

**TRADEMARK
REEL: 005109 FRAME: 0150**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

TRADEMARKS:

Registered Service Mark of “The Schumacher Group” – Patent and Trademark Office Reg. No. 2,554,981

S The Schumacher Group & Design – Patent and Trademark Office Reg. No. 2,450,978

Registered Service Mark of EDPlus – Patent and Trademark Office Reg. No. 2,625,232

Registered Service Mark of “Schumacher Group” – Patent and Trademark Office Reg. No. 3,605,522

Stylized “S” Design Mark – Patent and Trademark Office Reg. No. 3,605,520

DOMAIN NAMES:

- embcc.com
- procode-inc.com
- reclaimcorp.com
- reclaimcorp.net
- schumachergroup.com
- schumachermail.com
- tsged.com
- tsghealthcare.com
- schumacher-group.net

TRADEMARK APPLICATIONS:

None.

TRADEMARK LICENSES:

None.