

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment Number One to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAMPUS MANAGEMENT ACQUISITION CORP.		09/30/2013	CORPORATION: DELAWARE
CAMPUS MANAGEMENT CORP.		09/30/2013	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent
Street Address:	One Boston Place, 18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4233036	CAMPUSINSIGHT
Registration Number:	4376431	TALISMA
Registration Number:	4376572	

CORRESPONDENCE DATA

Fax Number: 2136270705
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 213.683.5698
 Email: MinetteTayco@paulhastings.com
 Correspondent Name: Minette M. Tayco, c/o Paul Hastings LLP
 Address Line 1: 515 S. Flower Street, 25th Floor
 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	CAMPUS(45035.294):TR
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NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	09/30/2013
Total Attachments: 6 source=WFCF_Campus - Fully Executed Amendment Number One to Trademark Security Agreement#page1.tif source=WFCF_Campus - Fully Executed Amendment Number One to Trademark Security Agreement#page2.tif source=WFCF_Campus - Fully Executed Amendment Number One to Trademark Security Agreement#page3.tif source=WFCF_Campus - Fully Executed Amendment Number One to Trademark Security Agreement#page4.tif source=WFCF_Campus - Fully Executed Amendment Number One to Trademark Security Agreement#page5.tif source=WFCF_Campus - Fully Executed Amendment Number One to Trademark Security Agreement#page6.tif	

AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of September 30, 2013 (this "Amendment"), is delivered pursuant to that certain Trademark Security Agreement, dated as of September 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), between Grantors listed on the signature pages thereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 30, 2010, at Reel 004286, Frame 0708; and

WHEREAS, Grantors and Agent wish to amend the Trademark Security Agreement by amending Schedule I to the Trademark Security Agreement to add the Trademarks appearing on Exhibit A hereto, and Grantors and Agent have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Grantors and Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the Trademarks Collateral appearing on Exhibit A hereto (the "Additional Trademark Collateral"), and such Additional Trademark Collateral shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral including as identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers to secure the Secured Obligations, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademark Collateral; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

4. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this

Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

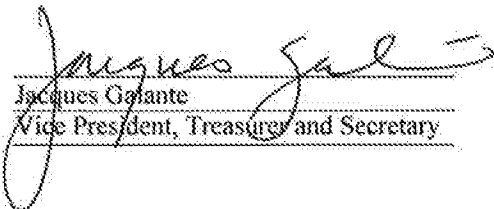
5. This Amendment is a Loan Document.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

CAMPUS MANAGEMENT ACQUISITION CORP.,
a Delaware corporation

By: 
Name: Jacques Galante
Title: Vice President, Treasurer and Secretary

CAMPUS MANAGEMENT CORP.,
a Florida corporation

By: _____
Name: Anders Nessen
Title: Chief Financial Officer and Treasurer

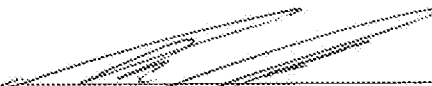
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

CAMPUS MANAGEMENT ACQUISITION CORP.,
a Delaware corporation

By: _____
Name: Jacques Gaiane
Title: Vice President, Treasurer and Secretary

CAMPUS MANAGEMENT CORP.,
a Florida corporation

By:  _____
Name: Anders Nessen
Title: Chief Financial Officer and Treasurer

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005120 FRAME: 0867

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By:

Name:

Title:

Andrew Bernard
Andrew J. Bernard
Managing Director

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY
AGREEMENT]

TRADEMARK
REEL: 005120 FRAME: 0868

EXHIBIT A

ADDITIONAL TRADEMARK COLLATERAL

Trademarks

MARK	CURRENT OWNER	COUNTRY	APPLICATION NO. / DATE	REGISTRATION NO. / DATE
CAMPUSINSIGHT	CAMPUS MANAGEMENT CORP.	US	85/546,211 02/17/2012	4,233,036 10/30/2012
TALISMA	CAMPUS MANAGEMENT CORP.	US	85/810,105 12/24/2012	4,376,431 07/30/2013
TALISMA (LOGO)	CAMPUS MANAGEMENT CORP.	US	85/844,026 02/07/2013	4,376,572 07/30/2013

Intellectual Property Licenses

KPS Partner Agreement, dated September 15, 2011, between Knowledge Powered Solutions Ltd and Talisma Corporation Private Limited, providing rights for Talisma Corporation Private Limited (and its parent and subsidiaries) to resell and license the party's software.