

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM309014

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Grant of Security Interest in Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Academy Holdings, LLC		06/27/2014	LIMITED LIABILITY COMPANY: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as Collateral Agent		
<b>Street Address:</b>	245 Park Avenue, 44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 34</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86121559	7ATLIS	
<b>Serial Number:</b>	86121566	7ATLIS BY AAPC	
<b>Serial Number:</b>	86140824	CANTA HEALTH	
<b>Registration Number:</b>	4460184	CERTIFIED PROFESSIONAL BILLER (CPB)	
<b>Registration Number:</b>	3417247	CERTIFIED PROFESSIONAL CODER	
<b>Registration Number:</b>	3649262	CERTIFIED PROFESSIONAL CODER	
<b>Registration Number:</b>	3417245	CERTIFIED PROFESSIONAL CODER	
<b>Registration Number:</b>	3417248	CERTIFIED PROFESSIONAL CODER	
<b>Registration Number:</b>	3375778	CPC	
<b>Registration Number:</b>	3417246	CPC	
<b>Registration Number:</b>	3378268	CPC	
<b>Registration Number:</b>	3375779	CPC-H	
<b>Registration Number:</b>	3378238	CPC-H	
<b>Registration Number:</b>	3378271	CPC-H	
<b>Registration Number:</b>	3378245	CPC-P	
<b>Registration Number:</b>	3378243	CPC-P	
<b>Registration Number:</b>	3378273	CPC-P	
<b>Registration Number:</b>	3600034	CIRCC	
<b>Registration Number:</b>	3687194	CIRCC	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3684188	CIRCC
Registration Number:	3634417	
Registration Number:	3880943	CPCD
Registration Number:	4285983	CPCO
Registration Number:	4315729	CPPM
Registration Number:	3874441	CERTIFIED PROFESSIONAL CODER IN DERMATOL
Registration Number:	3596815	CERTIFIED PROFESSIONAL MEDICAL AUDITOR
Registration Number:	3913961	CPMA
Registration Number:	3638314	AMERICAN ACADEMY OF PROFESSIONAL CODERS
Registration Number:	3833182	AMERICAN SOCIETY OF HEALTH INFORMATICS M
Registration Number:	3829594	ASHIM
Registration Number:	3994534	
Registration Number:	3932946	CERTIFIED HEALTH INFORMATICS SYSTEMS PRO
Registration Number:	3924299	CERTIFIED HEALTH INFORMATICS SYSTEMS PRO
Registration Number:	3829595	CHISP

#### CORRESPONDENCE DATA

**Fax Number:** 6179518736

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 617-951-8132

**Email:** linda.salera@bingham.com

**Correspondent Name:** Linda Salera

**Address Line 1:** One Federal Street

**Address Line 2:** c/o Bingham McCutchen LLP

**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>NAME OF SUBMITTER:</b>	Linda Salera
<b>SIGNATURE:</b>	/Linda Salera/
<b>DATE SIGNED:</b>	06/27/2014

#### Total Attachments: 10

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**AMENDED AND RESTATED GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This **AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this "**Agreement**"), effective as of June 27, 2014, is made by **AMERICAN ACADEMY HOLDINGS, LLC**, a North Carolina limited liability company (the "**Borrower**" or the "**Grantor**"), in favor of **ARES CAPITAL CORPORATION**, a Maryland corporation ("**ARCC**"), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, "**Collateral Agent**").

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, dated as of March 18, 2011, as amended and restated in its entirety by the Amended and Restated Credit Agreement dated as of June 27, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among **AMERICAN ACADEMY HOLDINGS, LLC**, a North Carolina limited liability company (the "**Borrower**"), certain of its Subsidiaries and Affiliates signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a "**Lender**" and, collectively, the "**Lenders**") and **ARES CAPITAL CORPORATION**, a Maryland corporation ("**ARCC**"), as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "**Administrative Agent**") and **ARCC**, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "**Collateral Agent**", and together with the Administrative Agent, collectively, the "**Agents**" and each an "**Agent**"), the Lenders have severally agreed to make Loans to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other affiliates of the Grantor have executed and delivered a Credit Parties Security Pledge Agreement, dated as of March 18, 2011, as amended and restated by the Amended and Restated Credit Parties Security Pledge Agreement dated as of June 27, 2014, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Pledge Agreement**");

WHEREAS, pursuant to the Security Pledge Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto;

WHEREAS, the Grantor entered into that certain Grant of Security Interest in Trademark Rights dated as of March 18, 2011 (the "**Original Trademark Security Agreement**");

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, the Grantor and the Collateral Agent have agreed on the terms and conditions set forth herein, to amend and restate the Original Trademark Security Agreement in its entirety on the terms and conditions set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and continue making loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and 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 Pledge 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 Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the

counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

SECTION 6. Governing Law. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

SECTION 7. Transitional Arrangements. As of the date hereof, this Agreement shall supersede the Original Trademark Security Agreement in its entirety. Without limiting the generality of the foregoing and to the extent necessary, the Grantor and the Collateral Agent reserve all of their rights under the Original Trademark Security Agreement.

[Signature pages follow]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**AMERICAN ACADEMY HOLDINGS, LLC,**  
a North Carolina limited liability company,  
as Grantor

By: 

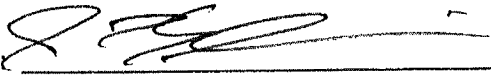
Name: Greg E. Lindberg  
Title: Chairman

[Signature Page to Grant of Security Interest in Trademark Rights]

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**TRADEMARK**  
**REEL: 005311 FRAME: 0209**

**ARES CAPITAL CORPORATION,**  
a Maryland corporation,  
as Collateral Agent

By:   
Name: Joshua M. Bloomstein  
Title: Authorized Signatory

[Signature Page to Grant of Security Interest in Trademark Rights]

A/76213438

**TRADEMARK**  
**REEL: 005311 FRAME: 0210**






## SCHEDULE A

### U.S. Trademark Registrations and Applications

Mark:	Owner of Record:	Serial No.:	Reg. No.:	Reg. Date:
7ATLIS & Design 	American Academy Holdings, LLC	86/121,559		
7ATLIS BY AAPC & Design 	American Academy Holdings, LLC	86/121,566		
CANTA HEALTH	American Academy Holdings, LLC	86/140,824		
CERTIFIED PROFESSIONAL BILLER (BPB)	American Academy Holdings, LLC	85/850,872	4,460,184	12/31/2013
CERTIFIED PROFESSIONAL CODER	American Academy Holdings, LLC	77/202,480	3,417,247	4/29/2008
CERTIFIED PROFESSIONAL CODER	American Academy Holdings, LLC	77/205,476	3,649,262	7/7/2009
CERTIFIED PROFESSIONAL CODER	American Academy Holdings, LLC	77/201,586	3,417,245	4/29/2008
CERTIFIED PROFESSIONAL CODER	American Academy Holdings, LLC	77/202,565	3,417,248	4/29/2008
CPC	American Academy Holdings, LLC	77/201,984	3,375,778	1/29/2008
CPC	American Academy Holdings, LLC	77/201,743	3,417,246	4/29/2008
CPC	American Academy Holdings, LLC	77/202,531	3,378,268	2/5/2008
CPC-H	American Academy Holdings, LLC	77/201,987	3,375,779	1/29/2008

CPC-H	American Academy Holdings, LLC	77/201,831	3,378,238	2/5/2008
CPC-H	American Academy Holdings, LLC	77/202,585	3,378,271	2/5/2008
CPC-P	American Academy Holdings, LLC	77/201,969	3,378,245	2/5/2008
CPC-P	American Academy Holdings, LLC	77/201,956	3,378,243	2/5/2008
CPC-P	American Academy Holdings, LLC	77/202,606	3,378,273	2/5/2008
CIRCC	American Academy Holdings, LLC	77/523,248	3,600,034	3/31/2009
CIRCC	American Academy Holdings, LLC	77/523,287	3,687,194	9/22/2009
CIRCC	American Academy Holdings, LLC	77/523,258	3,684,188	9/15/2009
Caduceus, book and circle logo 	American Academy Holdings, LLC	77/578,994	3,634,417	6/9/2009
CPCD	American Academy Holdings, LLC	77/777,944	3,880,943	11/23/2010
CPCO	American Academy Holdings, LLC	85/659,223	4,285,983	2/5/2013
CPPM	American Academy Holdings, LLC	85/537,326	4,315,729	4/9/2013
CERTIFIED PROFESSIONAL CODER IN DERMATOLOGY	American Academy Holdings, LLC	77/779,314	3,874,441	11/9/2010
CERTIFIED PROFESSIONAL MEDICAL AUDITOR	American Academy Holdings, LLC	77/463,641	3,596,815	3/24/2009
CPMA	American Academy Holdings, LLC	85/065,350	3,913,961	2/1/2011
AMERICAN ACADEMY OF PROFESSIONAL CODERS	American Academy Holdings, LLC	77/578,299	3,638,314	6/16/2009

Mark:	Owner of Record:	Serial No.:	Reg. No.:	Reg. Date:
AMERICAN SOCIETY OF HEALTH INFORMATICS MANAGERS	American Academy Holdings, LLC*	77/848,278	3,833,182	8/10/2010
ASHIM	American Academy Holdings, LLC*	77/848,311	3,829,594	8/3/2010
Circle logo design 	American Academy Holdings, LLC*	77/848,361	3,994,534	7/12/2011
CERTIFIED HEALTH INFORMATICS SYSTEMS PROFESSIONAL	American Academy Holdings, LLC*	77/848,367	3,932,946	3/15/2011
CERTIFIED HEALTH INFORMATICS SYSTEMS PROFESSIONAL	American Academy Holdings, LLC*	77/848,419	3,924,299	2/22/2011
CHISP	American Academy Holdings, LLC*	77/848,381	3,829,595	8/3/2010

### Abandoned U.S. Trademark Registrations and Applications

The following list reflects applications or registrations which were abandoned or otherwise cancelled. Neither Borrower, Parent nor any Guarantor makes any representation or warranty with respect to ownership, validity, enforceability, ability to grant a security interest in, infringement or lack of infringement of the marks reflected below, and expressly disclaims any and all representations and warranties with respect to such marks, whether in this Agreement, the Credit Agreement, the Security Pledge Agreement or otherwise.

Mark:	Applicant:	Serial No.:	Reg. No.:	Status/Notes:*
CMAF	American Academy Holdings, LLC	77/800,887		Abandoned 3/21/2011. Did not submit Statement of Use.
CHOC	American Academy Holdings, LLC	77/808,472		Abandoned 3/21/2011. Did not submit Statement of

				Use.
CPCD	American Academy Holdings, LLC	77778606		Abandoned on 9/27/2010. Did not submit Statement of Use.
CERTIFIED PROFESSIONAL CODER IN DERMATOLOGY	American Academy Holdings, LLC	77778638		Abandoned on 9/27/2010. Did not submit Statement of Use.
CIRC	American Academy Holdings, LLC	77481723		Abandoned on 2/15/2010. Did not submit Statement of Use.
CIRC	American Academy Holdings, LLC	77481728		Abandoned on 2/15/2010. Did not submit Statement of Use.
CIRC	American Academy Holdings, LLC	77481746		Abandoned on 2/15/2010. Did not submit Statement of Use.
AAPC AMERICAN ACADEMY OF PROFESSIONAL CODERS	American Academy Holdings, LLC	76208118	2623769	Cancelled 5/16/2009. Did not file Section 8 Declaration.
CPC-H	American Academy of Professional Coders, Inc.	76248614		Abandoned 1/11/2001. Did not respond to office action.
CPC	American Academy of Professional Coders, Inc.	76248616		Abandoned 1/11/2002. Did not respond to office action.

\* Note: statuses are simply statements of status and notes taken from the U.S. Patent & Trademark Office, and are not an admission of any fact with regard to the marks or the application or registration therefore.