

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317906

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New England Independent Review Board, LLC		09/18/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Newstar Financial, Inc., as Administrative Agent		
Street Address:	500 Boylston St.		
Internal Address:	Suite 1250		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4224000	FASTTRACK	
Registration Number:	4411192	NEW ENGLAND INSTITUTIONAL REVIEW BOARD	
Registration Number:	4543169	NEIRB	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<i>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.</i>			
Email:	tadmin@choate.com		
Correspondent Name:	Elizabeth A. Walker		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2007340-0042		
NAME OF SUBMITTER:	Elizabeth A. Walker		
SIGNATURE:	/Elizabeth A. Walker/		
DATE SIGNED:	09/24/2014		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 18, 2014, is entered into by and between **NEW ENGLAND INDEPENDENT REVIEW BOARD, LLC**, a Delaware limited liability company (the “**Grantor**”) and **NEWSTAR FINANCIAL, INC.**, as administrative agent for the benefit of Secured Parties (hereinafter, the “**Administrative Agent**”).

Statement of Facts

A. Pursuant to the Amended and Restated Credit Agreement dated as of December 20, 2013, as amended by the First Amendment to Amended and Restated Credit Agreement, Limited Consent and Joinder, dated as of September 18, 2014 (as further amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed to make Loans and other extensions of credit to the Borrowers.

B. In order to induce the Lenders to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions contained in the Credit Agreement, the Obligors have agreed, upon the terms contained in the Credit Agreement and the Security Agreement referred to below, to grant to the Administrative Agent, for the benefit of Secured Parties, continuing security interests in and Liens upon all Intellectual Property of the Obligors in order to secure all of the Secured Obligations.

C. The Obligors have granted to the Administrative Agent, for the benefit of the Secured Parties, continuing security interests in and Liens upon all of the Intellectual Property of the Obligors pursuant to and upon the terms and conditions contained in the Security Agreement, dated as of February 29, 2012 (as amended by that certain Joinder No. 1 dated as of May 31, 2012, that certain Joinder No. 2 dated as of December 5, 2012, that certain Amendment, Confirmation and Ratification of Ancillary Loan Documents dated as of December 20, 2013, that certain Joinder No. 3 dated as of March 27, 2014, that certain Joinder No. 4 dated as of May 30, 2014, that certain Joinder No. 5 dated as of August 28, 2014, and as further amended, restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”).

D. Upon the terms contained in the Credit Agreement and the Security Agreement, the Grantor has agreed to execute and deliver to the Administrative Agent, for the benefit of the Secured Parties, this Intellectual Property Security Agreement, which is supplemental to the Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Administrative Agent as follows:

1. **Definitions.** All capitalized terms used (including in the Preamble and the Statement of Facts) but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property

Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **“Excluded Property”** shall mean (i) any Property in which Grantor is not permitted by Applicable Law or by the terms of any document, instrument, or agreement to which Grantor is a party or by which Grantor or any of its Property is bound, to grant a security interest or to collaterally assign or pledge such Property or (ii) any intent-to-use trademark application to the extent and for so long as creation by Grantor of a security interest therein would result in the loss by Grantor of any material rights therein.

(b) **“Intellectual Property”** shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Trademarks, including all of its trademarks and all trademark licenses to which it is a party, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents and all Patent licenses to which it is a party, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights and all Copyright licenses to which it is a party, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all goodwill of the businesses of the Grantor connected with the use of, or otherwise symbolized by, each Trademark (including each trademark and trademark license), Patent, Patent license, Copyright and Copyright license;

(v) all trade secret rights, all works, imprints, manuscripts, URLs and all other Intellectual Property; and

(vi) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark, including any trademark or trademark licensed under any trademark license, (B) injury to any goodwill associated with any Trademark, including any trademark or any trademark licensed under any trademark license, (C) infringement of any Patent or any Patent licensed under any Patent license, (D) injury to any goodwill associated with any Patent or any Patent licensed under any Patent license, (E) infringement of any Copyright or any Copyright licensed under any Copyright license, (F) injury to any goodwill associated with any Copyright or any Copyright licensed under any Copyright license, or (G) violation of any Trade Secret Rights or any other Intellectual Property.

(c) **“Obligations”** shall mean any and all of the Secured Obligations and Guaranteed Obligations (each as is defined in the Credit Agreement).

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC, to the extent that such other terms are used or defined therein. References to the Credit Agreement or Security Agreement include any amendment, amendment and restatement, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under all of the Intellectual Property. Notwithstanding the foregoing, any Intellectual Property which constitutes Excluded Property shall not constitute Collateral for the Obligations; provided, however, that, if and when any such Intellectual Property shall cease to be Excluded Property, such Intellectual Property shall automatically be deemed at all times from and after the date thereof to constitute Collateral subject to the terms hereof, and provided, further, that the proceeds (as such term is defined in the UCC) resulting from any sale, transfer, or other disposition of Excluded Property shall automatically be deemed to constitute Collateral subject to the terms hereof.

3. **Representations and Warranties.** The Grantor represents and warrants to the Administrative Agent that, as of the Closing Date, the Grantor does not have any ownership interest in, or title to, any registered Trademark, Trademark application, Patent, Patent application, registered Copyright or Copyright application, except as set forth in Schedule I, Schedule II and Schedule III hereto. This Intellectual Property Security Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements in the state of organization of the Grantor, perfected Liens in favor of the Administrative Agent on, the Grantor's Trademarks, Patents, and Copyrights, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from the Grantor. If Grantor shall create or obtain rights to any registered Trademark, Trademark application, Patent, Patent application, registered Copyright or Copyright application in addition to those set forth on the Perfection Certificate delivered on the date hereof, the provisions of this Agreement shall automatically apply thereto and Grantor shall take such action as the Administrative Agent may reasonably request to more fully evidence the same. Grantor shall promptly notify the Administrative Agent in writing of any new registered Trademark, Trademark application, Patent, Patent application, registered Copyright or Copyright application in which Grantor has an ownership interest. Grantor: (i) authorizes the Administrative Agent, without any further action by Grantor, to amend Schedule I, Schedule II or Schedule III hereto, as applicable, to reference any such registered Trademark, Trademark application, Patent, Patent application, registered Copyright or Copyright application acquired by Grantor after the date hereof or to delete any reference to any right, title or interest in any

registered Trademark, Trademark application, Patent, Patent application, registered Copyright or Copyright application in which Grantor no longer has or claims any right, title or interest.

4. **Security Agreement.** The security interests and Liens granted by the Grantor to the Administrative Agent pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the Grantor to the Administrative Agent pursuant to the Security Agreement. The Grantor and the Administrative Agent expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other Applicable Law. The exercise by the Administrative Agent of any rights or remedies with respect to any of the Intellectual Property shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and also the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail.

5. **Additional Grantors.** Additional Obligors (“Additional Grantors”) may from time to time hereafter become parties to and bound by this Intellectual Property Security Agreement by executing a counterpart hereof, or (alternatively) by executing a supplement to this Agreement or a joinder agreement, (in each case) in form and substance reasonably satisfactory to the Administrative Agent, and there shall be no need to re-execute, amend or restate this Agreement in connection therewith. Upon such execution and delivery of this Agreement by any Additional Grantor, such Additional Grantor shall be deemed to have made the representations and warranties set forth in this Agreement, and shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Grantor had executed this Agreement as of the date hereof, and the Administrative Agent shall be entitled to all of the benefits of such Additional Grantor’s Obligations hereunder.

6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor’s assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to Applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a “voidable preference,” “fraudulent conveyance,” or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and not so rescinded, reduced, restored or returned.

7. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request,

consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in Section 12.01 of the Credit Agreement.

8. **Termination; Release.**

(a) Subject always to Section 6 hereof, this Intellectual Property Security Agreement shall terminate on the date on which (i) all of the Secured Obligations have been paid and finally satisfied in full in cash and (ii) all Commitments of the Lenders shall have terminated (the "**Termination Date**"). Upon any termination of the Liens created hereunder upon the Termination Date, the Administrative Agent shall, at the sole cost and expense of the Grantor, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination and release of the Liens created hereby.

(b) In the event that any part of the Intellectual Property (other than the Excluded Property) is sold in connection with a sale permitted by Section 8.04 of the Credit Agreement or otherwise released at the direction of the Administrative Agent or in accordance with the terms of the Credit Agreement, and the proceeds of such sale or sales or from such release are applied in accordance with the terms of the Credit Agreement, to the extent required to be so applied, such Intellectual Property (other than the Excluded Property) will be sold free and clear of the Liens created by this Agreement, and the Administrative Agent, at the request and expense of the Grantor, will execute and deliver to Grantor a proper Instrument or Instruments (including Uniform Commercial Code termination statements) and will duly assign, transfer and deliver to Grantor (without recourse, and without any representation or warranty) such of the Intellectual Property (other than the Excluded Property covered by this Agreement as is then being (or has been) so sold or released and as may be in the possession of the Administrative Agent and has not theretofore been released pursuant to this Agreement.

9. **Choice of Law And Venue; Jury Trial Waiver.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE PROVISIONS SET FORTH IN SECTION 12.11 AND SECTION 12.12 OF THE CREDIT AGREEMENT, WHICH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.

10. **Expenses.** In the event that the Grantor shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Financing Document, such that the value of any Intellectual Property or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or could reasonably be expected to be materially diminished or put at risk, the Administrative Agent may, but shall not be required to, effect such compliance on behalf of the Grantor, and the Grantor shall reimburse the Lenders for all of the reasonable costs and expenses thereof on demand by the Administrative Agent.

11. **Delivery by Facsimile.** Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile, pdf, or other electronic transmission shall be as effective as delivery of manually executed counterparts of this Intellectual Property Security Agreement.


12. **Counterparts.** This Intellectual Property Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

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IN WITNESS WHEREOF, the Grantor has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

GRANTOR:

NEW ENGLAND INDEPENDENT REVIEW BOARD, LLC

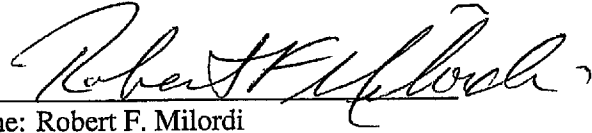
By: 
Name: Thomas Marren
Title: Vice President and Treasurer

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

TRADEMARK
REEL: 005368 FRAME: 0306

ADMINISTRATIVE AGENT:

NEWSTAR FINANCIAL, INC.,
as Administrative Agent

By: 

Name: Robert F. Milordi

Title: Managing Director

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

TRADEMARK
REEL: 005368 FRAME: 0307

Schedule I

Trademarks; Trademark Applications

Grantor: New England Independent Review Board, LLC

<u>Title:</u>	<u>Application/ Registration No.:</u>	<u>Reg. Date:</u>	<u>Country:</u>
FASTTRACK	4224000	10-16-2012	US
NEW ENGLAND INSTITUTIONAL REVIEW BOARD	4411192	10-01-2013	US
NEIRB	4543169	06-03-2014	US

Schedule II

Patents; Patent Applications

None.

Schedule III

Copyrights; Copyright Applications

None.