

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321244

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ascender Software, Inc.		08/02/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	901 Main Street		
<b>Internal Address:</b>	Mail Code: TX1-492-14-06		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3614750	ASCENDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>			
<b>Phone:</b>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	017625-4850		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter		
<b>SIGNATURE:</b>	/John E. Slaughter/		
<b>DATE SIGNED:</b>	10/27/2014		
<b>Total Attachments: 5</b>			
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<b>TRADEMARK</b>			

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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement dated as of August 2, 2013 (as the same may be amended, modified, restated or supplemented from time to time, the "Security Agreement") by and among the Grantors from time to time party thereto (each a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the Secured Parties referenced therein, to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, the undersigned Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter:

(a) all Trademarks, including the trademarks and trademark applications set forth on Schedule 1 attached hereto.

Notwithstanding anything to the contrary contained herein, the security interests granted under the Security Agreement do not extend to the Excluded Property.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

In the event of any conflict between the terms of the Security Agreement and the terms of this Notice of Grant of Security Interest in Trademarks, the terms of the Security Agreement shall govern and control.

Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meanings provided in the Security Agreement.

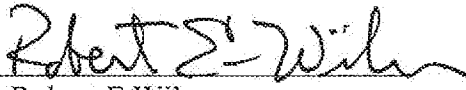
Counterparts. This Notice of Grant of Security Interest in Trademarks may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Grant of Security Interest in Trademarks to produce or account for more than one such counterpart.

GOVERNING LAW. THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE

PERFORMED ENTIRELY WITHIN SUCH STATE; PROVIDED THAT THE ADMINISTRATIVE AGENT AND EACH SECURED PARTY SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

Very truly yours,

ASCENDER SOFTWARE, INC.,  
a Delaware corporation

By:   
Name: Robert E Wilson  
Title: President and Chief Executive Officer

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: Anthea Del Bianco  
Name: Anthea Del Bianco  
Title: Vice President

THE PROVIDENCE SERVICE CORPORATION  
IP NOTICE (TRADEMARKS)

TRADEMARK  
REEL: 005388 FRAME: 0195

Schedule 1

Ascender Software, Inc.  
(Delaware Corporation)

U.S. Trademark

Registered Mark

Mark	Reg. No.	Reg. Date
ASCENDER	3614750	05/05/09