

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341131

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Procure Software, LLC		05/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Compass Bank, as administrative agent		
<b>Street Address:</b>	8080 N. Central Expressway, Suite 1500		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75206		
<b>Entity Type:</b>	State chartered commercial bank: ALABAMA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86551520	YOU CARE WE CARE PROCARE	
<b>Serial Number:</b>	86272284	YOU CARE WE CARE PROCARE	
<b>Registration Number:</b>	4190173	TUITION EXPRESS	
<b>Registration Number:</b>	3647406	PROCARE SOFTWARE	
<b>Registration Number:</b>	3515482	PROCARE SOFTWARE "FOLLOW THE LEADER"	
<b>Registration Number:</b>	2865855	TUITION EXPRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122585600		
<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>	312-258-5724		
<b>Email:</b>	cbollinger@schiffhardin.com		
<b>Correspondent Name:</b>	Chris L. Bollinger		
<b>Address Line 1:</b>	P.O. Box 06079		
<b>Address Line 2:</b>	Schiff Hardin LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0079		
<b>ATTORNEY DOCKET NUMBER:</b>	46456-0014		
<b>NAME OF SUBMITTER:</b>	Chris L. Bollinger		
<b>SIGNATURE:</b>	/Chris L. Bollinger/		

CH \$165.00 86551520

<b>DATE SIGNED:</b>	05/13/2015
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**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of May 13, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and among Procure Software, LLC, a Delaware limited liability company (the "Grantor") and Compass Bank, as administrative agent and collateral agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of May 13, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among PROCARE SOFTWARE, LLC, a Delaware limited liability company (the "Borrower"), PROCARE SOFTWARE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the Lenders and the Issuing Banks party thereto and COMPASS BANK, as an Issuing Bank, the Swingline, and as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") and (b) the Collateral Agreement dated as of May 13, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, Holdings, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

a. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

b. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under Filing Collateral consisting of any Trademarks now owned or at any time hereafter acquired by such Grantor, including those registered or applied for Trademarks listed on Schedule I, provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Requirements of Law (collectively, the "Trademark Collateral"). The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

c. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

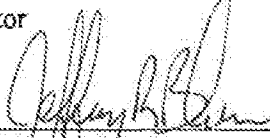
d. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by

facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PROCARE SOFTWARE, LLC,  
as Grantor

By   
Name: Jeffrey Blam  
Title: President

COMPASS BANK,  
as Administrative Agent,

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PROCARE SOFTWARE, LLC,  
as Grantor




By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMPASS BANK,  
as Administrative Agent

By   
Name: Kayle Green  
Title: Managing Director

[Signature Page To Trademark Security Agreement]

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>TRADEMARK</b>	<b>JURISDICTION</b>	<b>APPLICATION NO.</b>	<b>REGISTRATION NO.</b>	<b>STATUS</b>
YOU CARE WE CARE PROCARE	U.S.	86/551,520	N/A	PENDING
YOU CARE WE CARE PROCARE	U.S.	86/272,284	N/A	PUBLISHED
	U.S.	85/502,643	4,190,173	REGISTERED
	U.S.	77/632,986	3,647,406	REGISTERED
	U.S.	77/404,288	3,515,482	REGISTERED
TUITION EXPRESS	U.S.	78/310,320	2,865,855	REGISTERED