

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341625

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
West Educational Leasing, Inc.		04/20/2015	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	PMP Software Support Services, LLC		
Doing Business As:			
Street Address:	1170 Bay View Road		
City:	Petoskey		
State/Country:	MICHIGAN		
Postal Code:	49770		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
Name:	Gilbert Mosher D.O.		
Street Address:	1170 Bay View Road		
City:	Petoskey		
State/Country:	MICHIGAN		
Postal Code:	49770		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86428683	WILLSUB	
Registration Number:	4613615	WILLSUB	
CORRESPONDENCE DATA			
Fax Number:	2482510239		
<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>			
Phone:	248-220-1965		
Email:	gstraith@straithlaw.com		
Correspondent Name:	Gail H Straith		
Address Line 1:	280 W Maple Rd, Ste 200		
Address Line 4:	Birmingham, MICHIGAN 48009		
ATTORNEY DOCKET NUMBER:	PMP RE WILLSUB		

OP \$65.00 86428683

NAME OF SUBMITTER:	Gail H Straith
SIGNATURE:	/Gail H Straith/
DATE SIGNED:	05/18/2015
Total Attachments: 4 source=Notice of Security Interest to File with PTO#page1.tif source=Notice of Security Interest to File with PTO#page2.tif source=Notice of Security Interest to File with PTO#page3.tif source=Notice of Security Interest to File with PTO#page4.tif	

NOTICE OF SECURITY INTEREST IN TRADEMARKS

(Confirmation of Existing Security Agreements)

This Notice of Security Interest in Trademarks is entered into this 20th day of April, 2015 by and among the following parties:

Debtor: **West Educational Leasing, Inc.**
A Michigan Corporation
140 Kent Street
Portland, MI 48875

Secured Parties: **PMP Software Support Services, LLC**
A Michigan Limited Liability Company
(formerly known as PMP Willsub, LLC)
1170 Bay View Road
Petoskey, MI 49770

Gilbert Mosher, D.O.
1170 Bay View Road
Petoskey, MI 49770

WHEREAS, Debtor and each of the Secured Parties previously entered into a Security Agreement dated as of July 29, 2009 (the "Existing Security Agreements"), to evidence Debtor's grant in favor of the Secured Parties of a security interest in the Trademarks (as defined herein) and the goodwill and certain other assets of Debtor, as further set forth therein. The Existing Security Agreements are incorporated herein by reference.

WHEREAS, the Existing Security Agreements secure payment of two certain promissory notes issued by Debtor in favor of the Secured Parties, both dated as of July 29, 2009; and

WHEREAS, Debtor owns all right, title, and interest in and to, among other things, all the trademarks, United States trademark registrations, and the trademark applications set forth on Exhibit A hereto (the "Trademarks"); and

WHEREAS, Debtor and Secured Parties desire to enter into this Notice of Security Interest to serve as a short form of security agreement for purposes of filing with the U.S. Patent and Trademark Office ("PTO") in lieu of filing the entire Existing Security Agreements with the PTO.

NOW THEREFORE, for valuable consideration received, and as security for the full payment and performance of the Obligation (as defined in the Existing Security Agreements), Debtor hereby confirms the Existing Security Agreements and agrees as follows:

1. **Grant of Security Interest.** Debtor confirms its grant to Secured Parties of a security interest in the following **Collateral**: All of the Acquired Assets of Debtor, being those assets acquired pursuant to the Asset Purchase Agreement between Debtor, Secured Parties, and PMP Education Partners, Inc., dated July 29, 2009, wherever located, whether now owned or subsequently replaced, specifically including but not limited to chattel paper, inventory, equipment, instruments, investment property, documents, general intangibles, and all proceeds from and products of the foregoing, in whatever form and including the replacement parts of the Collateral. The term "Acquired Assets" is defined in the above-referenced Asset Purchase Agreement *in relevant part* as follows, and the term includes the following assets:

The name "Willsub"; trademarks, service marks, logos and other commercial symbols, whether or not registered, or any applications for any such items; goodwill and going concern value; all general intangible assets, and any and all claims and causes of action against third parties related to the ownership or operation of the Acquired Assets, whether or not known by Secured Parties.

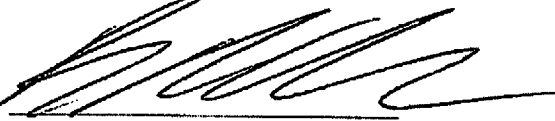
2. **Confirmation of Existing Security Agreements.** Debtor hereby acknowledges, confirms and agrees that the Existing Security Agreements are in full force and effect as of the date hereof; and Debtor agrees that it will perform and discharge and remain liable for all its covenants, duties, and obligations arising under the Existing Security Agreements. Secured Parties shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Notice of Security Interest, nor shall Secured Parties be required to perform any covenant, duty, or obligation of Debtor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

3. **Governing Law.** This Notice of Security Interest shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to trademarks and the laws of the State of Michigan, except that no doctrine of choice of law shall be used to apply the laws of any other State or jurisdiction.

4. **Counterparts.** This Notice of Security Interest may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Notice of Security Interest by electronic means shall have the same force and effect as the delivery of an original executed counterpart of this agreement.

IN WITNESS WHEREOF, the parties have entered into this agreement as of the date first written above.

West Educational Leasing, Inc.

By: 
Bernard R. Pelc, President

PMP Software Support Services, LLC

By: 
Gilbert Mosher, D.O., Member

Gilbert Mosher, D.O., individually



Gilbert Mosher, D.O.

EXHIBIT A
TRADEMARKS

1. **WILLSUB**

2. **WILLSUB**

Trademark Application filed on October 20, 2014; Serial No. 86428683;
and any registration that results from said application.

3. The logo for WillSub features a stylized human figure icon to the left of the text "WillSub". The text "Will" is in a smaller, lighter font, and "Sub" is in a larger, bold font.

Trademark Registration No. 4613615; Registration Date September 30, 2014