

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM357960

<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>
CoAdvantage Holdings Corporation		10/07/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brightwood Loan Services LLC, as Agent		
<b>Street Address:</b>	810 7th Avenue, 26th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: <b>DELAWARE</b>		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3320247	O	
<b>Registration Number:</b>	3191687	RESOURCES FOR HUMANS. SOLUTIONS FOR BUSI	
<b>Registration Number:</b>	3275287	O	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044448847		
<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>	704-343-2000		
<b>Email:</b>	ksaltrick@mcguirewoods.com		
<b>Correspondent Name:</b>	McGuireWoods LLP		
<b>Address Line 1:</b>	201 North Tryon Street, Suite 3000		
<b>Address Line 2:</b>	Attention: Christian Brose, Esq.		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	206330-0015 / C. BROSE		
<b>NAME OF SUBMITTER:</b>	R. Christian Brose		
<b>SIGNATURE:</b>	/s/ R. Christian Brose		
<b>DATE SIGNED:</b>	10/08/2015		
<b>Total Attachments: 5</b>			
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ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS GRANTED ON THE COLLATERAL PURSUANT TO THIS AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE SECURED PARTIES DESCRIBED HEREIN ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF OCTOBER 7, 2015, (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "**INTERCREDITOR AGREEMENT**"), BY AND BETWEEN MADISON CAPITAL FUNDING LLC, AS FIRST LIEN AGENT, AND BRIGHTWOOD LOAN SERVICES LLC, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of October 7, 2015, by CoAdvantage Holdings Corporation, a Delaware corporation ("**Grantor**"), in favor of Brightwood Loan Services LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, "**Grantee**"):

### WITNESSETH

WHEREAS, North Haven CA Holdings, Inc., a Delaware corporation ("**Borrower**"), the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Second Lien Credit Agreement dated as of October 7, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower (collectively, the "**Loans**").

WHEREAS, pursuant to the terms of that certain Second Lien Guarantee and Collateral Agreement dated as of October 7, 2015, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement.

The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control. This Agreement is a Loan Document.

2. Grant and Reaffirmation of Grant of Security Interests.

To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks.

Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law.

This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**COADVANTAGE HOLDINGS  
CORPORATION**

By: 

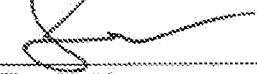
Name: Jeffrey J. Sjobeck

Title: Secretary and Treasurer

Agreed and accepted as of  
the date first written above:

**BRIGHTWOOD LOAN SERVICES LLC,**  
as Agent

By:   
Name: Damien Dwin  
Title: Authorized Person

By:   
Name: Tracie Ahern  
Title: Chief Operating Officer and  
Chief Financial Officer

[Trademark Security Agreement -- CoAd Holdings]

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**TRADEMARK**  
**REEL: 005641 FRAME: 0597**

**SCHEDULE A**

**Trademark Registrations**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status of Mark</b>
O	78668077	7/12/05	3320247	10/23/07	Registered
RESOURCES FOR HUMANS. SOLUTIONS FOR BUSINESS	78668069	7/12/05	3191687	1/2/07	Registered
O	78977870	7/12/05	3275287	8/7/07	Registered

**Trademark Applications**

None.