

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM364513

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Newstar Financial, Inc.		11/25/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	LDM Group, L.L.C
Street Address:	5 Paragon Drive
City:	Montvale
State/Country:	NEW JERSEY
Postal Code:	07645
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI
Name:	PDR Network, LLC
Street Address:	5 Paragon Drive
City:	Montvale
State/Country:	NEW JERSEY
Postal Code:	07645
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	4047448	BEHAVIOR BASED PRESCRIPTION MANAGEMENT
Registration Number:	3916887	CAREHEALTH
Registration Number:	3916891	CAREPHONE
Registration Number:	3178258	CAREPOINTS
Registration Number:	3916893	COMPLIANCE360 [®]
Registration Number:	3621496	CONNECTSYS
Registration Number:	4211749	ECOPAY
Registration Number:	4137229	INFORMATION FOR YOUR HEALTH
Registration Number:	3618122	LDM GROUP INFORMATION FOR YOUR HEALTH
Registration Number:	3077819	SCRIPTGUIDE
Registration Number:	3910215	SCRIPTGUIDERTV
Registration Number:	2640961	MOBILEPDR
Registration Number:	1908218	PHYSICIANS' DESK REFERENCE

CH \$690.00 4047448

Property Type	Number	Word Mark
Registration Number:	686664	PHYSICIANS' DESK REFERENCE
Registration Number:	626998	PHYSICIANS DESK REFERENCE
Registration Number:	1909784	POCKET PDR
Registration Number:	2035094	THE PDR FAMILY GUIDE TO NUTRITION AND HE
Registration Number:	2567769	PDR.NET
Registration Number:	3783654	PDRHEALTH PHYSICIANS' DESKTOP REFERENCE
Registration Number:	1908219	PDR
Registration Number:	626997	PDR
Registration Number:	3182638	PDR CONCISE PRESCRIBING GUIDE
Registration Number:	1909957	PDR FAMILY GUIDES
Registration Number:	4115444	PDR NETWORK
Registration Number:	3547340	PDR ON-DEMAND
Registration Number:	3109266	PDRXPRESS
Registration Number:	4119750	PHARMEHR

CORRESPONDENCE DATA

Fax Number: 2127288111

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.

Phone: 2127288000

Email: ipdept@willkie.com

Correspondent Name: Kim Walker c/o Willkie Farr & Gallagher

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 122951.00006KW

NAME OF SUBMITTER: Kim.A.Walker

SIGNATURE: /kaw-907/

DATE SIGNED: 12/03/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 25th day of November, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and NEWSTAR FINANCIAL, INC. ("Newstar"), in its capacity as administrative agent for the Lenders (in such capacities, together with its successors and permitted assigns, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of November 25, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among PSKW INTERMEDIATE, LLC, a Delaware limited liability company ("Holdings"), PSKW, LLC, a Delaware limited liability company ("PSKW"), PDR, LLC, a Delaware limited liability company ("PDR"), and together with PSKW, collectively, the "Borrowers") the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender") and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Amended and Restated Security Agreement, dated as of November 25, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(d) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each Lender, to secure the prompt payment in full and performance in full of all of the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the

following (except to the extent any of the following constitutes Excluded Collateral), whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, the Trademark registrations and applications set forth on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including the right to receive any damages and (ii) injury to the goodwill associated with any Trademark.

3. [RESERVED].

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks constituting Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor constituting Collateral. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

FDR NETWORK, LLC

By: 
Name: Michael Burnett
Title: EVP, Co-Chief Financial Officer and Assistant Secretary

LDM GROUP, L.L.C.

By: 
Name: Michael Burnett
Title: EVP, Co-Chief Financial Officer and Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

NEWSTAR FINANCIAL, INC.

By: _____
Name: _____
Title: _____

{Signature Page to Trademark Security Agreement}

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

PDR NETWORK, LLC

By: _____
Name: _____
Title: _____

LDM GROUP, L.L.C.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:


AGENT:


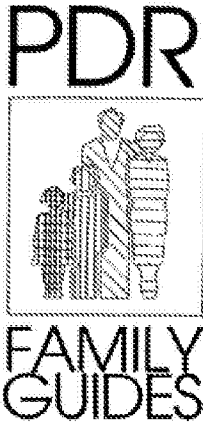
NEWSTAR FINANCIAL, INC.

By: Brian Forde
Name: _____
Title: Brian Forde
NewStar Financial Inc.
Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Record Owner	Mark	Registration No./ Application No.	Registration Date/ Application Date	Status
LDM Group, L.L.C.	BEHAVIOR BASED PRESCRIPTION MANAGEMENT	4,047,448	11/01/2011	Registered
LDM Group, L.L.C.	CAREHEALTH	3,916,887	02/08/2011	Registered
LDM Group, L.L.C.	CAREPHONE	3,916,891	02/08/2011	Registered
LDM Group, L.L.C.	CAREPOINTS	3,178,258	11/28/2006	Registered
LDM Group, L.L.C.	<u>Compliance360[®]</u>	3,916,893	02/08/2011	Registered
LDM Group, L.L.C.	CONNECTSYS	3,621,496	05/19/2009	Registered
LDM Group, L.L.C.	ECOPAY (Supplemental Register)	4,211,749	09/18/2012	Registered
LDM Group, L.L.C.	INFORMATION FOR YOUR HEALTH (Supplemental Register)	4,137,229	05/01/2012	Registered
LDM Group, L.L.C.		3,618,122	05/12/2009	Registered
LDM Group, L.L.C.	SCRIPTGUIDE	3,077,819	04/04/2006	Registered
LDM Group, L.L.C.	SCRIPTGUIDERTV	3,910,215	01/25/2011	Registered
PDR Network, LLC	MOBILEPDR	2640961	10/22/2002	Registered
PDR Network, LLC	Physicians' Desk Reference	1908218	8/1/1995	Registered
PDR Network, LLC	Physicians' Desk Reference	686664	10/13/1959	Registered
PDR Network, LLC	PHYSICIANS' DESK REFERENCE	626998	5/15/1956	Registered
PDR Network, LLC	Pocket PDR	1909784	8/8/1995	Registered
PDR Network, LLC	THE PDR FAMILY GUIDE TO NUTRITION AND HEALTH	2035094	2/4/1997	Registered
PDR Network, LLC	PDR.net	2567769	5/7/2002	Registered

Record Owner	Mark	Registration No./ Application No.	Registration Date/ Application Date	Status
PDR Network, LLC		3783654	5/4/2010	Registered
PDR Network, LLC	PDR	1908219	8/1/1995	Registered
PDR Network, LLC	PDR	626997	5/15/1956	Registered
PDR Network, LLC	PDR Concise Prescribing Guide	3182638	12/12/2006	Registered
PDR Network, LLC		1909957	8/8/1995	Registered
PDR Network, LLC	PDR NETWORK	4115444	3/20/2012	Registered
PDR Network, LLC	PDR ON-DEMAND	3547340	12/16/2008	Registered
PDR Network, LLC	PDRXPRESS	3109266	6/27/2006	Registered

Record Owner	Mark	Registration No./ Application No.	Registration Date/ Application Date	Status
PDR Network, LLC	PharmEHR (Supplemental Register)	4119750	3/27/2012	Registered