

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCMC ACQUISITION, LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as Administrative Agent		
Street Address:	1075 Peachtree Street, Suite 3600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3209636	IPAS	
Registration Number:	3208693	COMPANALYST	
Registration Number:	3744781	SALARY.COM	
Registration Number:	3332463	COMPANALYST EXECUTIVE	
Registration Number:	3723446	PLANNING TO PAYMENT	
Registration Number:	2781011	SALARY WIZARD	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	404-572-3431		
Email:	cfraser@kslaw.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding		
Address Line 4:	Atlanta, GEORGIA 30309-3521		
ATTORNEY DOCKET NUMBER:	SALARY.COM - 02176.015149		
NAME OF SUBMITTER:	Carol Fraser		

CH \$165.00 3209636

SIGNATURE:	//Carol Fraser//
DATE SIGNED:	01/05/2016
Total Attachments: 5 source=SCMC Trademark Security Agreement#page1.tif source=SCMC Trademark Security Agreement#page2.tif source=SCMC Trademark Security Agreement#page3.tif source=SCMC Trademark Security Agreement#page4.tif source=SCMC Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS)

December 31, 2015

WHEREAS, SCMC Acquisition, LLC, a Delaware limited liability company (herein called "Grantor") owns certain Trademarks (as defined below); and

WHEREAS, Grantor, SCMC Intermediate Holdings, LLC, a Delaware corporation ("Holdings"), SCMC Intermediate Holdings, Inc., a Delaware corporation, The Prudential Insurance Company of America, as Administrative Agent (in such capacity, the "Administrative Agent" or "Grantee"), and the lenders from time to time parties thereto have entered into a Credit Agreement, dated as of December 31, 2015 (as from time to time amended, supplemented, restated, increased, extended or otherwise modified, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of December 31, 2015 made by Grantor and certain affiliates of Grantor (as from time to time amended, supplemented, restated or otherwise modified, the "Security Agreement"), Grantor has granted to Grantee for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and assigns to Grantee and grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of Grantor's right, title and interest in and to all of the following property (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 acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

(a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(b) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, or for injury to the goodwill associated with any of the foregoing.

provided, notwithstanding anything to the contrary contained in clauses (a) or (b) above, the security interest created by this Agreement shall not extend to, and the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications 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 federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to

15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered a Trademark.

As used herein:

“Trademarks” means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee’s discretion, so long as any Event of Default (as such term is defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.


This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THE INTERPRETATION OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION) APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED IN SUCH STATE, EXCEPT TO THE EXTENT THAT THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, IN RESPECT OF ANY PARTICULAR COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. THIS CHOICE OF LAW IS MADE PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401.

(Remainder of Page Intentionally Left Blank; Signature Pages Follow)

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

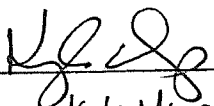
SCMC ACQUISITION, LLC

By: 

Name: Todd Ofenloch
Title: Vice President

Acknowledged:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
as Administrative Agent

By:  *June/21/14*
Name: *Kyle Urap*
Title: *vice President*

Schedule 1

Trademarks

Owner	Trademark	Jurisdiction	Registration No.
SCMC Acquisition, LLC	IPAS	U.S. Federal	3209636
SCMC Acquisition, LLC	COMPANALYST	U.S. Federal	3208693
SCMC Acquisition, LLC	SALARY.COM	U.S. Federal	3744781
SCMC Acquisition, LLC	COMPANALYST EXECUTIVE	U.S. Federal	3332463
SCMC Acquisition, LLC	PLANNING TO PAYMENT	U.S. Federal	3723446
SCMC Acquisition, LLC	SALARYWIZARD	U.S. Federal	2781011