

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374702

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Compsych Employee Assistance Programs, Inc.		02/26/2016	CORPORATION: ILLINOIS
NBM, Inc.		02/26/2016	CORPORATION: ILLINOIS
Compsych International, Inc.		02/26/2016	CORPORATION: ILLINOIS
FinancialPoint Corporation		02/26/2016	CORPORATION: ILLINOIS
LawPoint Corporation		02/26/2016	CORPORATION: ILLINOIS
Comprehensive Psychological Centers, Inc.		02/26/2016	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Healthcare Financial Solutions, LLC, as Collateral Agent
Street Address:	500 W Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4661355	ABSENCERESOURCES
Registration Number:	4196792	ESTATEGUIDANCE
Registration Number:	4062415	HEALTHCHAMPION
Registration Number:	3770005	MY BUSINESSSOLUTIONS
Registration Number:	3566846	BRICKMASTER
Registration Number:	3553106	GUIDANCERESOURCES
Registration Number:	3474551	RNSOURCE
Registration Number:	3182077	HEALTHYGUIDANCE
Registration Number:	3424940	IDRESOURCES
Registration Number:	3077920	ESTATEGUIDANCE
Registration Number:	2555596	FMLASOURCE
Registration Number:	2467675	COMPSYCH
Registration Number:	2474170	GLOBALCONNECT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2579202	THE GUIDANCE RESOURCES COMPANY
Registration Number:	2753318	FINANCIALCONNECT
Registration Number:	2236163	FINANCIALPOINT
Registration Number:	2167111	LEGALCONNECT
Registration Number:	2170329	LAWPOINT
Registration Number:	2026110	FAMILYSOURCE
Registration Number:	1633547	COMPSPYCH

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 3125778265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic C/O Katten

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	339669-90
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	02/26/2016

Total Attachments: 6

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TRADEMARK PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 26, 2016, is made by Compsych Employee Assistance Programs, Inc., NBM, Inc., Compsych International, Inc., FinancialPoint Corporation, LawPoint Corporation and Comprehensive Psychological Centers, Inc. (each a “Grantor” and, collectively, the “Grantors”), in favor of Healthcare Financial Solutions, LLC (“HFS”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other parties named therein.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 26, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the Subsidiary Guarantors, the Lenders, HFS, as the collateral agent and the administrative agent and the other parties from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Security Agreement of even date herewith in favor of the Collateral Agent (the “Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

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

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties in different counterparts), each of which shall constitute an original, but all of which taken together shall constitute a single contract.

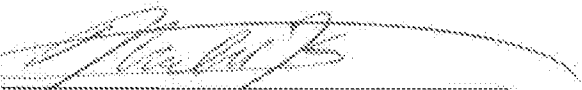
Section 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflict of law principles that would require the application of the laws of another jurisdiction.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

COMPSYCH EMPLOYEE ASSISTANCE
PROGRAMS, INC.
LAWPOINT CORPORATION
COMPSYCH INTERNATIONAL, INC.
FINANCIALPOINT CORPORATION
NBM, INC.
COMPREHENSIVE PSYCHOLOGICAL
CENTERS, INC.
as Grantors

By: 

Name: Michael Kravets

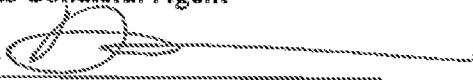
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005740 FRAME: 0354

ACCEPTED AND AGREED
as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC
as Collateral Agent

By: 

Name: Danielle K. Katz
Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Reg. No. / Reg. Date	Current Owner
ABSENCERESOURCES	4661355 23-DEC-2014	COMPSYCH CORPORATION
ESTATEGUIDANCE	4196792 28-AUG-2012	COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC.
HEALTHCHAMPION	4062415 29-NOV-2011	COMPSYCH CORPORATION
MY BUSINESSSOLUTIONS	3770005 06-APR-2010	COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC.
BRICKMASTER	3566846 27-JAN-2009	NBM, INC.
GUIDANCERESOURCES	3553106 30-DEC-2008	COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC.
RNSOURCE	3474551 29-JUL-2008	COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC.
HEALTHYGUIDANCE	3182077 05-DEC-2006	COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC.
IDRESOURCES	3424940 06-MAY-2008	COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC.
ESTATEGUIDANCE	3077920 04-APR-2006	COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC.
FMLASOURCE	2555596 02-APR-2002	COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC.
COMPSYCH	2467675 10-JUL-2001	COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC.
GLOBALCONNECT	2474170 31-JUL-2001	COMPSYCH INTERNATIONAL, INC.
THE GUIDANCE RESOURCES COMPANY	2579202 11-JUN-2002	COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC.
FINANCIALCONNECT	2753318	COMPSYCH EMPLOYEE

Mark	Reg. No./ Reg. Date	Current Owner
	19-AUG-2003	ASSISTANCE PROGRAMS, INC.
FINANCIALPOINT	2236163 30-MAR-1999	FINANCIALPOINT CORPORATION
LEGALCONNECT	2167111 23-JUN-1998	COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC.
LAWPOINT	2170329 30-JUN-1998	LAWPOINT CORPORATION
FAMILYSOURCE	2026110 24-DEC-1996	COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC.
COMPSYCH	1633547 29-JAN-1991	COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC.

2. TRADEMARK APPLICATIONS

None

3. IP LICENSES

None