

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM381153

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		04/19/2016	Corporation: MARYLAND

## RECEIVING PARTY DATA

<b>Name:</b>	NS HOLDINGS, INC.
<b>Street Address:</b>	4950 College Boulevard
<b>City:</b>	Overland Park
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66211
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	NETSMART TECHNOLOGIES, INC.
<b>Street Address:</b>	4950 College Boulevard
<b>City:</b>	Overland Park
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66211
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	77857931	AVATAR
Serial Number:	77857470	AVATAR
Serial Number:	76335115	CMHC
Serial Number:	78339520	SOFTWARE JUST FOR PUBLIC HEALTH
Serial Number:	74236533	TXPLAN
Serial Number:	85860698	CAREFABRIC
Serial Number:	85566569	EVERYDAYMATTERS
Serial Number:	86142818	JUST FOR PUBLIC HEALTH
Serial Number:	86170570	MYEVOLV
Serial Number:	85865400	MYLEARNINGPOINTE
Serial Number:	85865432	MYLEARNINGPOINTE
Serial Number:	86445000	REVCONNECT

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85073096	THERAPIST HELPER
Serial Number:	86065988	TIER
Serial Number:	77663071	WE HAVE A SOLUTION FOR THAT
Serial Number:	85865401	WHERE LEARNING POINTS TO KNOWLEDGE
Serial Number:	85334162	DEFRAN QUICKSTART
Serial Number:	77416658	EVOLV CS
Serial Number:	77416655	DEFRAN SYSTEMS EE
Serial Number:	77367385	WORK THE MISSION
Serial Number:	85860697	FURBY BOOM!

**CORRESPONDENCE DATA**

**Fax Number:** 2129692900

*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:** 2129693000

**Email:** trademark@proskauer.com, ypan@proskauer.com

**Correspondent Name:** Michael Gallagher

**Address Line 1:** Proskauer Rose LLP

**Address Line 2:** Eleven Times Square

**Address Line 4:** New York, NEW YORK 10036-8299

<b>ATTORNEY DOCKET NUMBER:</b>	72053-001
<b>NAME OF SUBMITTER:</b>	Michael Gallagher
<b>SIGNATURE:</b>	/Michael Gallagher/
<b>DATE SIGNED:</b>	04/19/2016

**Total Attachments: 4**

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source=Release of Trademark Security Agreement (ARES)#page4.tif

**RELEASE OF TRADEMARK SECURITY AGREEMENT**

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”), dated as of April 19, 2016, is made by **ARES CAPITAL CORPORATION**, Maryland corporation, in its capacity as administrative agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”) and is as follows:

WHEREAS, **NS HOLDINGS, INC.**, a Delaware corporation and **NETSMART TECHNOLOGIES, INC.**, a Delaware corporation (“Grantors”), were parties to that certain Trademark Security Agreement dated as of February 27, 2015 in favor of Agent (the “First Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on March 3, 2015, in its records at Reel 5469, Frame 0943;

WHEREAS, **NETSMART TECHNOLOGIES, INC.** was a party to that certain Trademark Security Agreement dated as of March 27, 2015 in favor of Agent (the “Second Trademark Security Agreement”; together with the First Trademark Security Agreement, the “Agreements”), which was recorded with the United States Patent and Trademark Office on March 27, 2015, in its records at Reel 5486, Frame 0555; capitalized terms used but not defined herein will have the meaning given to them in the Agreements;

WHEREAS, the Agreements granted to the Agent a security interest in all of the Grantors’ right, title and interest in, to and under the Trademark Collateral, including, without limitation: (a) all of its Trademarks and license rights (including in-licenses and out-licenses), including, without limitation, those referred to on Schedule I of the Agreements (attached hereto and made a part hereof as Schedule I); (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and each Trademark Intellectual Property License; (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License; and

WHEREAS, Agent desires to release its rights and security interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent hereby (i) fully and finally releases and terminates (a) its security interest and other rights in, to and under the Trademark Collateral and (b) any and all other rights it may have under the Agreements, (ii) agrees that it shall, at the expense of the Grantors, execute all other documents and do all other acts necessary to relinquish and effect the release of such rights and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence release and termination of its rights under each of the Loan Documents with respect to the Trademark Collateral.

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed as of the day and year first above written.

**ARES CAPITAL CORPORATION**

By: \_\_\_\_\_

Name:

Scott Lem  
Authorized Signatory

Title:

[Signature Page to Release of Trademark Security Agreement]

**SCHEDULE I**

**Reel/Frame: 5469/0943**

<b>Country</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Class</b>	<b>Status</b>
United States	AVATAR	77857931	3949784	9, 42	Registered
United States	AVATAR and Design	77857470	3949783	9, 42	Registered
United States	CMHC	76335115	2723412	9	Registered
United States	SOFTWARE JUST FOR PUBLIC HEALTH	78339520	3110690	9	Registered
United States	TXPLAN	74236533	1762542	9	Registered

**Reel/Frame: 5486/0555**

<b>Country</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Class</b>	<b>Status</b>
United States	CAREFABRIC	85860698		35, 42	Pending
United States	EveryDayMatters	85566569	4495335	35, 44	Registered
United States	JUST FOR PUBLIC HEALTH	86142818		42	Pending
United States	myEvolv	86170570		35	Pending
United States	myLearningPointe	85865400	4660236	41, 42	Registered
United States	myLearningPointe and Design	85865432	4685283	41, 42	Registered
United States	REVCONNECT	86445000		36	Pending
United States	THERAPIST HELPER	85073096	3953912	9	Registered
United States	TIER	86065988	4631010	9	Registered
United States	WE HAVE A SOLUTION FOR THAT	77663071	3753842	42	Registered

Country	Trademark	Serial No.	Registration No.	Class	Status
United States	WHERE LEARNING POINTS TO KNOWLEDGE	85865401		41, 42	Pending
United States	DEFRAN QUICKSTART	85334162	4170364	9	Registered
United States	EVOLV CS	77416658	3710935	9	Registered
United States	DEFRAN SYSTEMS EE	77416655	3665616	42	Registered
United States	WORK THE MISSION	77367385	3532245	42	Registered
United States	FURBY BOOM!	85860697	4512285	IC 28; US 22, 23, 38, 50	Registered