

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM381173

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN TRADEMARK SECURITY AGREEMENT
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NETSMART TECHNOLOGIES, INC.		04/19/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	UBS AG, STAMFORD BRANCH
<b>Street Address:</b>	600 Washington Blvd.
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	a Swiss banking corporation acting through its Connecticut-licensed branch: SWITZERLAND

## PROPERTY NUMBERS Total: 17

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

CH \$440.00 77857931

TRADEMARK

**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: 7**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 19, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Trademark Security Agreement"), made by each of the Grantors (as defined below) in favor of UBS AG, STAMFORD BRANCH, as second lien collateral agent (in such capacity, the "Second Lien Collateral Agent") (in such capacity, the "Assignee"), as defined in the Second Lien Term Loan Agreement (as defined below).

### W I T N E S S E T H:

WHEREAS, after giving effect to the consummation of the Closing Date Acquisition, NETSMART, INC., a Delaware corporation (the "Company"), NETSMART TECHNOLOGIES, Inc., a Delaware corporation ("Netsmart Technologies", ANDREWS HENDERSON LLC, a Delaware limited liability company ("Henderson", together with the Company, and Netsmart Technologies, the "Borrowers" and each, a "Borrower"), Netsmart Technologies, as Borrower Representative, the Subsidiaries of the Borrowers from time to time party thereto, the lenders party thereto, NATHAN INTERMEDIATE LLC ("Holdings"), the Second Lien Collateral Agent and UBS AG, STAMFORD BRANCH, as administrative agent (in such capacity, the "Second Lien Administrative Agent"), have entered into that certain Second Lien Term Loan Agreement, dated as of April 19, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Term Loan Agreement"); and

WHEREAS, in connection with the Second Lien Term Loan Agreement, the Grantors (including any entity that becomes a party thereto by executing and delivering a joinder thereto) have entered into that certain Second Lien Pledge and Security Agreement dated as of April 19, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Pledge and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Second Lien Administrative Agent, the Second Lien Collateral Agent and the Lenders to enter into the Second Lien Term Loan Agreement, to induce Lenders to make extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Second Lien Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Second Lien Pledge and Security Agreement and (to the extent not defined therein) the Second Lien Term Loan Agreement. For purposes of this Second Lien Trademark Security Agreement, the term "Trademarks" shall mean, throughout the world, all of the following: (a) all trademarks, service marks and other source or business identifiers, all registrations thereof, and all registrations, recordings and applications filed in connection therewith, including registrations and applications in the PTO (or any successor office or any similar office- in any other country or any State of the United States), and all extensions or renewals thereof, and (b) all goodwill associated therewith or symbolized thereby.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Second Lien Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the

following assets now owned or at any time hereafter acquired by such Grantor (collectively, the “Trademark Collateral”):

(a) all Trademarks owned by such Grantor, including, without limitation, the registered and applied-for Trademarks owned by such Grantor and listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

*provided*, that in no event shall the Security Interest attach to, nor shall the term “Trademark Collateral” include, any Excluded Assets.

SECTION 3. Second Lien Pledge and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Assignee pursuant to the Second Lien Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall govern and control.

SECTION 4. Termination. (a) This Second Lien Trademark Security Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Obligations (other than contingent indemnification and reimbursement obligations which are not yet due and payable or for which no claim has been made) have been paid in full in cash and (ii) all Commitments have terminated or expired.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 6.13 of the Second Lien Pledge and Security Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Second Lien Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents and take such further actions that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the Second Lien Collateral Agent pursuant to this Section shall be without recourse to or warranty by the Second Lien Collateral Agent.

**SECTION 5. GOVERNING LAW. THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. Counterparts. This Second Lien Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Second Lien Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Second Lien Trademark Security Agreement.

**SECTION 7. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN COLLATERAL AGENT PURSUANT TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT GOVERNING THE PRIORITY OF THE SECURITY INTERESTS GRANTED TO THE SECOND LIEN COLLATERAL AGENT OR THE EXERCISE OF ANY RIGHT OR REMEDY, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.**

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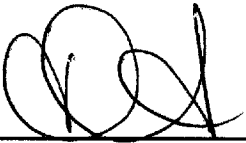
IN WITNESS WHEREOF, each Grantor has caused this SECOND LIEN TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

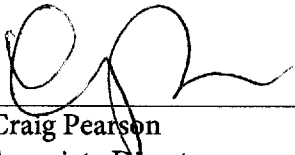
NETSMART TECHNOLOGIES, INC.

By:   
Name: Anthony Ritz  
Title: Chief Financial Officer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH, as Assignee

By:   
Name: Darlene Arias  
Title: Director

By:   
Name: Craig Pearson  
Title: Associate Director

[Signature Page to the Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005773 FRAME: 0918**

## TRADEMARKS

## Trademark Registrations and Applications

Owner	Trademark	Serial Number	Status	Filing Date	Registration Number	Registration Date
Netsmart Technologies, Inc.	AVATAR	77857931	Registered	10/27/2009	3949784	04/26/2011
Netsmart Technologies, Inc.	AVATAR AND DESIGN	77857470	Registered	10/26/2009	3949783	04/26/2011
Netsmart Technologies, Inc.	CAREFABRIC	85860698	Registered	02/26/2013	4877909	12/29/2015
Netsmart Technologies, Inc.	CMHC	76335115	Registered	11/07/2001	2723412	06/10/2003
Netsmart Technologies, Inc.	EVERYDAYMATTERS	85566569	Registered	03/12/2012	4495335	03/11/2014
Netsmart Technologies, Inc.	JUST FOR PUBLIC HEALTH	86142818	Pending	12/13/2013	N/A	N/A
Netsmart Technologies, Inc.	MYEVOLV	86170570	Registered	01/21/2014	4813701	09/15/2015
Netsmart Technologies, Inc.	MYLEARNINGPOINTE	85865400	Registered	03/04/2013	4660236	12/23/2014
Netsmart Technologies, Inc.	MYLEARNINGPOINTE AND DESIGN	85865432	Registered	03/04/2013	4685283	02/10/2015
Netsmart Technologies, Inc.	REVCONNECT	86445000	Pending	11/05/2014	N/A	N/A
Netsmart Technologies, Inc.	SOFTWARE JUST FOR PUBLIC HEALTH	78339520	Registered	12/11/2003	3110690	06/27/2006
Netsmart Technologies, Inc.	THERAPIST HELPER	85073096	Registered	06/28/2010	3953912	05/03/2011
Netsmart Technologies, Inc.	TIER	86065988	Registered	09/16/2013	4631010	11/04/2014
Netsmart Technologies, Inc.	WE HAVE A SOLUTION FOR THAT	77663071	Registered	02/04/2009	3753842	03/02/2010



Inc.						
Netsmart Technologies, Inc.	WHERE LEARNING POINTS TO KNOWLEDGE	85865401	Registered	03/04/2013	4744105	05/26/2015
Netsmart Technologies, Inc.	DEFRAN QUICKSTART	85334162	Registered	05/31/2011	4170364	07/10/2012
Netsmart Technologies, Inc.	EVOLV CS	77416658	Registered	03/07/2008	3710935	11/17/2009