

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381926

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Janus Holding Company, LLC		04/26/2016	Limited Liability Company: DELAWARE
Social Solutions Global, Inc.		04/26/2016	Corporation: DELAWARE
Community TechKnowledge, Inc.		04/26/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AB Private Credit Investors LLC, as Collateral Agent		
Street Address:	1345 Avenue of the Americas, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2699917	CTK	
Registration Number:	2914353	ETO SOFTWARE	
Registration Number:	3569944	APRICOT	
Registration Number:	4035614	ETO MOBILE	
Registration Number:	4032232	ETO COMMUNITY	
Registration Number:	4032233	ETO IMPACT	
Registration Number:	4035615	ETO	
Registration Number:	4035616	ETO MONEY	
Registration Number:	4035645	SOCIAL SOLUTIONS TRANSFORMING HUMAN SERV	
Registration Number:	4134952	EFFORTS TO OUTCOMES	
Registration Number:	4164023	ASKDEB?RAH	
Registration Number:	4655785	DELIVER MORE MISSION	
Registration Number:	4880282	SOCIAL SOLUTIONS	
Serial Number:	86770021	APRICOT PROTEGE	
CORRESPONDENCE DATA			

CH \$365.00 2699917

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	92225.00042
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NAME OF SUBMITTER:	Christine Dionne
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SIGNATURE:	/Christine Dionne/
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DATE SIGNED:	04/26/2016
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of April 26, 2016 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto (collectively, "Pledgors" and each individually, a "Pledgor"), in favor of AB PRIVATE CREDIT INVESTORS LLC, a Delaware limited liability company, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successors and assigns in such capacity, the "Collateral Agent"), pursuant to that certain Credit Agreement, dated as of April 26, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among SOCIAL SOLUTIONS GLOBAL, INC., a Delaware corporation, as a borrower ("SSG"; SSG and each other Person from time to time party thereto as a borrower by execution of a Joinder Agreement, each a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), JANUS HOLDING COMPANY, LLC, a Delaware limited liability company ("Holdings"), the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto, and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1¹ attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

¹ List the Trademarks and Trademark Licenses identified on the Credit Agreement Schedules.

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 the Pledgors hereby acknowledge and affirm 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released in accordance with the terms of the Security Agreement, and the Collateral Agent shall on the date thereof and, upon the reasonable written request by any Pledgor, at such Pledgor's sole expense, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 7. Choice of Law; Venue; Jury Trial Waiver. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 10.7 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

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

PLEDGORS:


JANUS HOLDING COMPANY, LLC,
a Delaware limited liability company

By: 
Name: Rachel Arnold
Title: Chief Executive Officer

SOCIAL SOLUTIONS GLOBAL, INC.,
a Delaware corporation

By: 
Name: Rachel Arnold
Title: Chief Executive Officer

COMMUNITY TECHKNOWLEDGE, INC.,
a Delaware corporation


By: 
Name: Rachel Arnold
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

AB PRIVATE CREDIT INVESTORS LLC,
a Delaware limited liability company,
as Collateral Agent

By:


Name: *Evan Cohen*
Title: *Managing Director*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Social Solutions Global, Inc.	2699917	CTK (DESIGN)
Social Solutions Global, Inc.	2914353	ETO SOFTWARE
Social Solutions Global, Inc.	3569944	APRICOT
Social Solutions Global, Inc.	4035614	ETO MOBILE
Social Solutions Global, Inc.	4032232	ETO COMMUNITY
Social Solutions Global, Inc.	4032233	ETO IMPACT
Social Solutions Global, Inc.	4035615	ETO
Social Solutions Global, Inc.	4035616	ETO MONEY
Social Solutions Global, Inc.	4035645	SOCIAL SOLUTIONS TRANSFORMING HUMAN SERVICES
Social Solutions Global, Inc.	4134952	EFFORTS TO OUTCOMES
Social Solutions Global, Inc.	4164023	ASKDEB?RAH
Social Solutions Global, Inc.	4655785	DELIVER MORE MISSION
Social Solutions Global, Inc.	4880282	SOCIAL SOLUTIONS

United States Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER
Social Solutions Global, Inc.	APRICOT PROTEGE	86770021