

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400315

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Procure Software, LLC		09/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 North Wacker Drive, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4831162	YOU CARE WE CARE PROCARE	
Registration Number:	4190173	TUITION EXPRESS	
Registration Number:	3647406	PROCARE SOFTWARE	
Registration Number:	3515482	PROCARE SOFTWARE "FOLLOW THE LEADER"	
Registration Number:	2865855	TUITION EXPRESS	
Registration Number:	4992713	PROCARE CLOUD	
Registration Number:	4992712	PROCARECLOUD	
Serial Number:	86788205	MYPROCARE	
Serial Number:	87118720	PROCAREPAY	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@kattenlaw.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		

CH \$240.00 4831162

SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	09/30/2016
Total Attachments: 5 source=Procare Software-TM Security Agreement#page1.tif source=Procare Software-TM Security Agreement#page2.tif source=Procare Software-TM Security Agreement#page3.tif source=Procare Software-TM Security Agreement#page4.tif source=Procare Software-TM Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of September, 2016, by Procure Software, LLC, a Delaware limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of September 30, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 30, 2016, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (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 created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark included in the Trademark Collateral, or (b) injury to the goodwill associated with any such Trademark.

3. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PROCARE SOFTWARE, LLC

By: _____

Name: Jeffrey Blum

Title: Chief Executive Officer and President




Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,
as Agent


By: 
Name: Kal Kilgast
Title: Managing Director

SCHEDULE 1

Trademark Registrations

Credit Party	Trademark	Registration Number	Registration Date	Jurisdiction
PROCARE SOFTWARE, LLC	YOU CARE WE CARE PROCARE	4,831,162	October 13, 2015	U.S.
PROCARE SOFTWARE, LLC		4,190,173	August 14, 2012	U.S.
PROCARE SOFTWARE, LLC		3,647,406	June 30, 2009	U.S.
PROCARE SOFTWARE, LLC		3,515,482	October 14, 2008	U.S.
PROCARE SOFTWARE, LLC	TUITION EXPRESS	2,865,855	July 20, 2004	U.S.
PROCARE SOFTWARE, LLC	Procure Cloud	4992713	July 5, 2016	U.S.
PROCARE SOFTWARE, LLC	PROCARECLOUD	4992712	July 5, 2016	U.S.

Trademark Applications

Credit Party	Trademark	Application Number	Filing Date	Jurisdiction
PROCARE SOFTWARE, LLC		86788205	October 14, 2015	U.S.
PROCARE SOFTWARE, LLC	PROCAREPAY	87118720	July 16, 2016	U.S.