

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401152

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROCARE SOFTWARE, LLC		09/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC, AS AGENT		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4992712	PROCARECLOUD	
Registration Number:	4992713	PROCARE CLOUD	
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	
Serial Number:	86788205	MYPROCARE	
Serial Number:	87118720	PROCAREPAY	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		

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ATTORNEY DOCKET NUMBER:	32868/045
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	10/06/2016
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Grantee pursuant to or in connection with this agreement, the terms of this agreement and the exercise of any right or remedy by the Grantee hereunder are subject to the provisions of the Intercreditor Agreement dated as of September 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among NXT Capital, LLC, as the First Lien Agent and Goldman Sachs Private Middle Market Credit LLC, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this agreement, the terms of the Intercreditor Agreement shall control.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 30th day of September, 2016, by PROCARE SOFTWARE, LLC, a Delaware limited liability company (“**Grantor**”), in favor of GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC, a Delaware limited liability company, in its capacity as Agent for the Lenders party to the Term Loan Agreement (defined below) (herein, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein (the “**Lenders**”) are parties to that certain Term Loan Agreement dated as of September 30, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Term Loan 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 Term Loan Agreement and Collateral Agreement. The Term Loan 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.

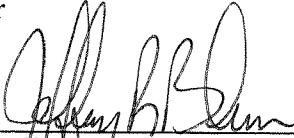
3. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

4. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signature Page Follows]

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

PROCARE SOFTWARE, LLC,
as Grantor

By: 
Name: Jeffrey Blum
Title: Chief Executive Officer and President

Agreed and Accepted
As of the Date First Written Above:

**GOLDMAN SACHS PRIVATE MIDDLE
MARKET CREDIT LLC,**
as Agent

By: _____

Name: SALVATORE LENTINI
Title: AUTHORIZED SIGNATORY

SCHEDULE 1

Trademark Registrations

Mark	Application No.	Application Date	Registration No.	Registration Date
PROCARECLOUD	86810624	11/5/15	4992712	7/5/16
PROCARE CLOUD	86810646	11/5/15	4992713	7/5/16
YOU CARE WE CARE PROCARE	86551520	3/3/15	4831162	10/13/15
TUITION EXPRESS	85502643	12/22/11	4190173	8/14/12
PROCARE SOFTWARE	77632986	12/15/08	3647406	6/30/09
PROCARE SOFTWARE "FOLLOW THE LEADER"	77404288	2/22/08	3515482	10/14/08
TUITION EXPRESS	78310320	10/7/03	2865855	7/20/04

Trademark Applications

Trademark	Application Number	Filing Date
MYPROCARE	86788205	October 14, 2015
PROCAREPAY	87118720	July 16, 2016