

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Appriss Inc.		12/08/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3368186	RXSENTRY	
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:	3125778034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-142		
NAME OF SUBMITTER:	Oscar Ruiz		
SIGNATURE:	/Oscar Ruiz/		
DATE SIGNED:	12/09/2016		
Total Attachments: 5			
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF ANY COLLATERAL DOCUMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT THEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF NOVEMBER 21, 2014 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG GOLUB CAPITAL MARKETS LLC (F/K/A GCI CAPITAL MARKETS LLC), AS FIRST LIEN AGENT, AND GOLUB CAPITAL MARKETS LLC, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT OR ANY COLLATERAL DOCUMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 8, 2016 is between **APPRISS INC.**, a Delaware corporation (the "Grantor"), in favor of **GOLUB CAPITAL MARKETS LLC** (f/k/a GCI Capital Markets LLC), a Delaware limited liability company, as administrative agent (in such capacity, together with its successors and assigns, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Second Lien Trademark Security Agreement shall have the meanings assigned to such terms in the Second Lien Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Second Lien Credit Agreement dated as of November 21, 2014 (as the same has been and may be further amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Second Lien Security Agreement dated as of November 21, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark registration and Trademark application (excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office) owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;

(2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.


This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Second Lien Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Second Lien Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Security Agreement, all terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Second Lien Trademark Security Agreement and the Second Lien Security Agreement, the Second Lien Security Agreement shall govern.

Upon the occurrence of the Termination Date, the Grantee shall, at Grantor’s expense, execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Second Lien Trademark Security Agreement.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, Grantor has caused this Second Lien Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

APPRISS INC., a Delaware corporation

By: 

Name: Michael Davis

Title: President and Chief Executive Officer

Acknowledged:

GOLUB CAPITAL MARKETS LLC,
a Delaware limited liability company,
as Second Lien Administrative Agent

By: 

Name: Marc C. Robinson

Title: Managing Director

Second Lien Trademark Security Agreement (Appriss)

TRADEMARK
REEL: 005944 FRAME: 0947

**Schedule 1
to
First Lien Trademark Security Agreement**

U.S. TRADEMARK REGISTRATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/ Company
RxSentry	77-160784	April 19, 2007	3,368,186	January 15, 2008	Appriss Inc.

U.S. TRADEMARK APPLICATIONS

None.