

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409892

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|-----------------------------------|---------------------------------------|-----------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| KPA SERVICES, LLC | | 11/15/2016 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | MADISON CAPITAL FUNDING LLC, as Agent | | |
| Street Address: | 30 South Wacker Drive, Suite 3700 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 19 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5019563 | AUDIT TRACK | |
| Registration Number: | 5059047 | SUCCEED AGILITY | |
| Registration Number: | 4990695 | SAFETY OBSERVATION TRACK | |
| Registration Number: | 4945073 | SUCCEED SAFETY TIPS | |
| Registration Number: | 4706494 | SUCCEED MANAGEMENT SOLUTIONS, LLC | |
| Registration Number: | 4687148 | SUCCEED RISK MANAGEMENT CENTER | |
| Registration Number: | 4657934 | RISK MANAGEMENT CENTER | |
| Registration Number: | 4654519 | INCIDENT TRACK | |
| Registration Number: | 4642779 | RISK MANAGEMENT LIBRARY | |
| Registration Number: | 4638725 | TASK TRACK | |
| Registration Number: | 4638724 | SDS TRACK | |
| Registration Number: | 4638723 | JOB DESCRIPTION TRACK | |
| Registration Number: | 4638722 | BBS TRACK | |
| Registration Number: | 4596688 | SUCCEED UNIVERSITY | |
| Registration Number: | 4596682 | DENTAL SOLUTIONS RX | |
| Registration Number: | 4596679 | AGING SERVICES RX | |
| Registration Number: | 4592691 | SUCCEED ADVANTAGE | |
| Registration Number: | 4093411 | SUCCEED RM CERTIFICATION | |
| Registration Number: | 3100341 | COI TRACK | |
| TRADEMARK | | | |

OP \$490.00 5019563

CORRESPONDENCE DATA**Fax Number:** 3128637806*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:** 312-863-7198**Email:** nancy.brougher@goldbergkohn.com**Correspondent Name:** Nancy Brougher, Paralegal**Address Line 1:** Goldberg Kohn Ltd.**Address Line 2:** 55 East Monroe Street, Suite 3300**Address Line 4:** Chicago, ILLINOIS 60603

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|--------------------------------|----------|
| ATTORNEY DOCKET NUMBER: | 4975.312 |
|--------------------------------|----------|

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|---------------------------|----------------|
| NAME OF SUBMITTER: | Nancy Brougher |
|---------------------------|----------------|

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|-------------------|-------|
| SIGNATURE: | /njb/ |
|-------------------|-------|

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| DATE SIGNED: | 12/22/2016 |
|---------------------|------------|

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 15, 2016, by KPA SERVICES, LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for the Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 2, 2014 by and among Grantor, KPA Services Holdings, LLC, the lenders from time to time party thereto ("Lenders") and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of September 2, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) all of its Trademarks set forth on Schedule 1 hereto;
- (b) all divisions or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark

Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. GOVERNING LAW. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, other than conflicts of law provisions, except as required by mandatory provisions of law.

[signature page follows]

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

GRANTOR:

KPA SERVICES, LLC

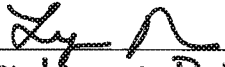
By: _____

Name: Vane Clayton

Title: Chief Executive Officer and President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Lynn Rehn
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

| MARK | SERIAL NUMBER | STATUS | REGIS. NUMBER | REGIS. DATE | OWNER INFORMATION |
|-----------------------------------|---------------|------------|---------------|-------------|-------------------|
| AUDIT TRACK | 86928564 | Registered | 5019563 | 08/09/16 | KPA Services, LLC |
| SUCCEED AGILITY | 86928565 | Registered | 5059047 | 10/11/16 | KPA Services, LLC |
| SAFETY OBSERVATION TRACK | 86836117 | Registered | 4990695 | 06/28/16 | KPA Services, LLC |
| SUCCEED SAFETY TIPS | 86704607 | Registered | 4945073 | 04/26/16 | KPA Services, LLC |
| SUCCEED MANAGEMENT SOLUTIONS, LLC | 86175859 | Registered | 4706494 | 03/24/15 | KPA Services, LLC |
| SUCCEED RISK MANAGEMENT CENTER | 86176002 | Registered | 4687148 | 02/17/15 | KPA Services, LLC |
| RISK MANAGEMENT CENTER | 86175756 | Registered | 4657934 | 12/16/14 | KPA Services, LLC |
| INCIDENT TRACK | 86175723 | Registered | 4654519 | 12/09/14 | KPA Services, LLC |
| RISK MANAGEMENT LIBRARY | 86175785 | Registered | 4642779 | 11/18/14 | KPA Services, LLC |
| TASK TRACK | 86176035 | Registered | 4638725 | 11/11/14 | KPA Services, LLC |
| SDS TRACK | 86175798 | Registered | 4638724 | 11/11/14 | KPA Services, LLC |
| JOB DESCRIPTION TRACK | 86175739 | Registered | 4638723 | 11/11/14 | KPA Services, LLC |
| BBS TRACK | 86175663 | Registered | 4638722 | 11/11/14 | KPA Services, LLC |
| SUCCEED UNIVERSITY | 86175980 | Registered | 4596688 | 09/02/14 | KPA Services, LLC |
| DENTAL SOLUTIONS RX | 86175705 | Registered | 4596682 | 09/02/14 | KPA Services, LLC |
| AGING SERVICES RX | 86175653 | Registered | 4596679 | 09/02/14 | KPA Services, LLC |
| SUCCEED ADVANTAGE | 86176039 | Registered | 4592691 | 08/26/14 | KPA Services, LLC |
| SUCCEED RM CERTIFICATION | 85319735 | Registered | 4093411 | 01/31/12 | KPA Services, LLC |
| COI TRACK | 78565863 | Registered | 3100341 | 06/06/06 | KPA Services, LLC |