

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410579

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kinnser Software, Inc.		12/21/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital LLC		
<b>Street Address:</b>	150 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4453744	KINNSER SOFTWARE	
<b>Registration Number:</b>	4453899	VISITVERIFY	
<b>Registration Number:</b>	4453900		
<b>Registration Number:</b>	4453903	VISITVERIFY	
<b>Registration Number:</b>	4520946	KINNSER HOSPICE	
<b>Registration Number:</b>	4654627	ADL	
<b>Registration Number:</b>	4675464	EASY MEETS POWERFUL	
<b>Registration Number:</b>	4684810	KINNSER	
<b>Registration Number:</b>	4684880	KINNSER ADL	
<b>Registration Number:</b>	4746605	THE COMPLETE HOME HEALTH SOFTWARE SOLUTI	
<b>Registration Number:</b>	4746604	PROOF OF CARE AT POINT OF CARE	
<b>Registration Number:</b>	4824962	THE CLINICIAN'S CHOICE	
<b>Registration Number:</b>	4854274	KINNSER LINK	
<b>Registration Number:</b>	4988343	PPS PLUS	
<b>Registration Number:</b>	4988345	OASIS ANALYSIS PLUS	
<b>Registration Number:</b>	2963272	VISITRACK	
<b>Registration Number:</b>	5011431	KINNSER SOFTWARE	
<b>Registration Number:</b>	5011429	KINNSER AGENCY MANAGER	
<b>Registration Number:</b>	5011430	KINNSER THERAPY MANAGER	

OP \$640.00 4453744

Property Type	Number	Word Mark
Registration Number:	5016412	BENCHMARKS PLUS
Registration Number:	5053984	KINNSER BUSINESS INSIGHTS
Registration Number:	5079788	RISKPOINT
Registration Number:	5079789	KINNSER RISKPOINT
Serial Number:	87091041	KINNSER PHYSICIAN ACCESS
Serial Number:	87091036	PHYSICIAN ACCESS

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 4157336034  
**Email:** cgomez@goodwinlaw.com  
**Correspondent Name:** Christina M. Gomez  
**Address Line 1:** Three Embarcadero Center  
**Address Line 2:** 27th Floor  
**Address Line 4:** San Francisco, CALIFORNIA 94111

<b>NAME OF SUBMITTER:</b>	Christina M. Gomez
<b>SIGNATURE:</b>	/s/ Christina M. Gomez
<b>DATE SIGNED:</b>	12/29/2016

**Total Attachments: 5**  
source=Kinnser\_ EXECUTED\_ Trademark Security Agreement#page1.tif  
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source=Kinnser\_ EXECUTED\_ Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2016 (this "Agreement"), among Kinnser Software, Inc., a Delaware corporation (the "Grantor") and GOLUB CAPITAL LLC, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of December 21, 2016 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among KINNSER SOFTWARE HOLDINGS, INC., a Delaware corporation ("Holdings"), KINNSER SOFTWARE, INC., a Delaware corporation (the "Borrower"), the other GRANTORS from time to time party thereto and GOLUB CAPITAL LLC, as the administrative agent, and (b) the Collateral Agreement dated as of December 21, 2016 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor's business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give

rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**KINNSER SOFTWARE, INC., as Grantor**

By   
Name: Brian Thomson  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005955 FRAME: 0954**

GOLUB CAPITAL LLC, as Collateral Agent

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

Schedule I

Registrations:

<b>Grantor</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Kinnser Software, Inc.	Kinnser Software w/Arc Design Logo	4,453,744	12/24/13
Kinnser Software, Inc.	VisitVerify	4,453,899	12/24/13
Kinnser Software, Inc.	House Checkmark Logo (for VisitVerify)	4,453,900	12/24/13
Kinnser Software, Inc.	VisitVerify w/Arc Design Logo	4,453,903	12/24/13
Kinnser Software, Inc.	Kinnser Hospice	4,520,946	4/29/14
Kinnser Software, Inc.	ADL	4,654,627	12/9/14
Kinnser Software, Inc.	Easy Meets Powerful	4,675,464	1/20/15
Kinnser Software, Inc.	Kinnser	4,684,810	2/10/15
Kinnser Software, Inc.	Kinnser ADL	4,684,880	2/10/15
Kinnser Software, Inc.	The Complete Home Health Software Solution	4,746,605	6/2/15
Kinnser Software, Inc.	Proof of Care at Point of Care	4,746,604	6/2/15
Kinnser Software, Inc.	The Clinician's Choice	4,824,962	10/6/15
Kinnser Software, Inc.	Kinnser Link	4,854,274	11/17/15
Kinnser Software, Inc.	PPS Plus	4,988,343	6/28/16
Kinnser Software, Inc.	OASIS Analysis Plus	4,988,345	6/28/16
Kinnser Software, Inc.	VisiTrack	2,963,272	6/21/05 (assigned to Kinnser 6/29/16)
Kinnser Software, Inc.	Kinnser Software	5,011,431	8/2/16
Kinnser Software, Inc.	Kinnser Agency Manager	5,011,429	8/2/16
Kinnser Software, Inc.	Kinnser Therapy Manager	5,011,430	8/2/16
Kinnser Software, Inc.	Benchmarks Plus	5,016,412	8/9/16
Kinnser Software, Inc.	Kinnser Business Insights	5,053,984	10/4/16
Kinnser Software, Inc.	RiskPoint	5,079,788	11/8/16
Kinnser Software, Inc.	Kinnser RiskPoint	5,079,789	11/8/16

Applications:

<b>Grantor</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Registration Date</b>
Kinnser Software, Inc.	KINNSER PHYSICIAN ACCESS	87,091,041	N/A
Kinnser Software, Inc.	PHYSICIAN ACCESS	87,091,036	N/A