

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420053

<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>
TASKSTREAM, LLC		03/17/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Bank, National Association		
<b>Street Address:</b>	436 SLATER ROAD		
<b>City:</b>	New Britain		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06053		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5154456	ACCOUNTABILITY MANAGEMENT SYSTEM (AMS) B	
<b>Registration Number:</b>	4959985	AQUA BY TASKSTREAM	
<b>Serial Number:</b>	87279788	BETTER DATA FOR LEARNING	
<b>Registration Number:</b>	5154455	LEARNING ACHIEVEMENT TOOLS (LAT) BY TASK	
<b>Registration Number:</b>	3885094	MYBRARY	
<b>Registration Number:</b>	3806962	TASKSTREAM	
<b>Registration Number:</b>	4530373	TS	
<b>Registration Number:</b>	3286183	WEBMARKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>			
<b>Phone:</b>	704 503 2600		
<b>Email:</b>	vbantug@kslaw.com		
<b>Correspondent Name:</b>	KING & SPALDING		
<b>Address Line 1:</b>	100 N TRYON STREET		
<b>Address Line 2:</b>	SUITE 3900		
<b>Address Line 4:</b>	CHARLOTTE, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	Vicky R. Bantug		

OP \$215.00 5154456

<b>SIGNATURE:</b>	/Vicky R. Bantug/
<b>DATE SIGNED:</b>	03/17/2017
<b>Total Attachments: 6</b> source=TaskStream - Trademark Security Agreement (6)#page1.tif source=TaskStream - Trademark Security Agreement (6)#page2.tif source=TaskStream - Trademark Security Agreement (6)#page3.tif source=TaskStream - Trademark Security Agreement (6)#page4.tif source=TaskStream - Trademark Security Agreement (6)#page5.tif source=TaskStream - Trademark Security Agreement (6)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 17, 2017, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Webster Bank, National Association ("Webster Bank"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 17, 2017 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among TASKSTREAM, LLC, a Delaware limited liability company ("Taskstream") and TK20, INC., a Delaware corporation ("Tk20"), as the Borrowers (each a "Borrower" and together, the "Borrowers"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following

Collateral of such Grantor (to the extent not constituting Excluded Property) (the “Trademark Collateral”):

(a) all of its United States registered and applied for Trademarks (other than Trademarks that are Excluded Property), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.]

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the 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 the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Trademarks and IP Licenses subject to a security interest hereunder, consistent with Grantor’s obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6.    Governing Law.    This Trademark Security 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, each 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.

TASKSTREAM, LLC  
as Grantor

By: 

Name: Kevin Michielsen

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006013 FRAME: 0692**

ACCEPTED AND AGREED  
as of the date first above written:

WEBSTER BANK, NATIONAL ASSOCIATION  
as Agent


By:   
Name: Robert A. Schaefer  
Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006013 FRAME: 0693**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

	<b>Mark</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>	<b>Status/Status Date</b>	<b>Owner/Company</b>
1)	ACCOUNTABILITY MANAGEMENT SYSTEM (AMS) BY TASKSTREAM	87030188 May 9, 2016	5154456 March 7, 2017	Registered March 7, 2017	TASKSTREAM, LLC
2)	AQUA BY TASKSTREAM	86768896 September 25, 2015	4959985 May 17, 2016	Registered May 17, 2016	TASKSTREAM, LLC
3)	BETTER DATA FOR LEARNING	87279788 December 23, 2016		Filed based on Intent to Use (Sec 1(b) on December 27, 2016	TASKSTREAM, LLC
4)	LEARNING ACHIEVEMENT TOOLS (LAT) BY TASKSTREAM	87030155 May 9, 2016	5154455 March 7, 2017	Registered March 7, 2017	TASKSTREAM, LLC
5)	MYBRARY	77875056 November 18, 2009	3885094 December 7, 2010	Registered July 18, 2016	TASKSTREAM, LLC
6)	TASKSTREAM	77874678 November 17, 2009	3806962 June 22, 2010	Registered July 13, 2016	TASKSTREAM, LLC
7)	TS (Stylized) 	85735290 September 21, 2012	4530373 May 13, 2014	Registered May 13, 2014	TASKSTREAM, LLC
8)	WEBMARKER	78885913 May 17, 2006	3286183 August 28, 2007	Registered September 3, 2013	TASKSTREAM, LLC