

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Procure Software, LLC		07/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as First Lien Collateral Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
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	
Registration Number:	4992713	PROCARE CLOUD	
Registration Number:	4992712	PROCARECLOUD	
Registration Number:	4285016	KID REPORTS .COM	
Registration Number:	5172391	MYPROCARE	
Registration Number:	1738144	PRIVATE ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		

CH \$265.00 4831162

ATTORNEY DOCKET NUMBER:	057121-0310
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	08/01/2018

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2018 (this “Agreement”), among KidReports, LLC and Procure Software, LLC (the “Grantors”) and Antares Capital LP, as First Lien Collateral Agent (in such capacity, the “First Lien Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of July 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among Genesis Parent Co., a Delaware corporation (“Holdings”), GENESIS ACQUISITION CO, a Delaware corporation (the “Borrower”), the other GRANTORS from time to time party thereto and ANTARES CAPITAL LP, as the First Lien Administrative Agent, and (b) the First Lien Collateral Agreement dated of July 31, 2018 (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 First Lien 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 First Lien Credit Agreement. Each 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, each Grantor hereby grants to the First Lien 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 the Trademarks listed on Schedule I attached hereto, including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the United States Patent and Trademark Office, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges 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 filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or the filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act.

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 First Lien 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 First Lien 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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien 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.

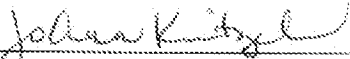
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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.

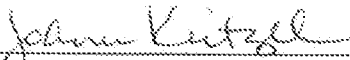
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**PROCARE SOFTWARE LLC, as
Grantor**

By 
Name: JoAnn Kintzel
Title: President and Chief Executive Officer

KIDREPORTS, LLC, as Grantor

By 
Name: JoAnn Kintzel
Title: President and Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK
REEL: 006399 FRAME: 0837**

**ANTARES CAPITAL LP, as First Lien
Collateral Agent**

Diane Burton




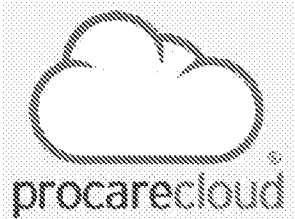


By _____

Name: Diane Burton

Title: Duly Authorized Signatory

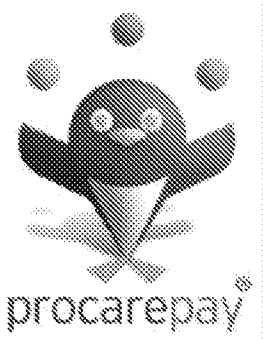
Schedule I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Registered Owner	Trademark	Registration Number	Registration Date	Jurisdiction
PROCARE SOFTWARE, LLC	YOU CARE WE CARE PROCARE	4,831,162	October 13, 2015	U.S.
PROCARE SOFTWARE, LLC		4,190,173	August 14, 2012	U.S.
PROCARE SOFTWARE, LLC		3,647,406	June 30, 2009	U.S.
PROCARE SOFTWARE, LLC		3,515,482	October 14, 2008	U.S.
PROCARE SOFTWARE, LLC	TUITION EXPRESS	2,865,855	July 20, 2004	U.S.
PROCARE SOFTWARE, LLC	Procare Cloud	4992713	July 5, 2016	U.S.
PROCARE SOFTWARE, LLC	PROCARECLOUD 	4992712	July 5, 2016	U.S.
PROCARE SOFTWARE, LLC		4285016	February 5, 2013	U.S.
KIDREPORTS, LLC	KidReports. Real Time. Peace of Mind.	4391515	August 27, 2013	U.S.
PROCARE SOFTWARE, LLC		5172391	March 28, 2017	U.S.
PROCARE	PRIVATE ADVANTAGE	1738144	Dec. 8, 1992	U.S.

SOFTWARE LLC				
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TRADEMARK APPLICATIONS

Applicant	Trademark	Application Number	Filing Date	Jurisdiction
PROCARE SOFTWARE, LLC	PROCAREPAY 	87118720 Intent to Use	July 27, 2016	U.S.
PROCARE SOFTWARE, LLC	PROCARE	87371919 Intent to Use	March 15, 2017	U.S.
PROCARE SOFTWARE, LLC	PROCARE SOLUTIONS	87921947 Intent to Use	May 15, 2018	U.S.