

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484467

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KidReports, LLC		07/31/2018	Limited Liability Company: DELAWARE
Procure Software, LLC		07/31/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES CAPITAL CORPORATION		
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4831162	YOU CARE WE CARE PROCARE	
<b>Registration Number:</b>	4190173	TUITION EXPRESS	
<b>Registration Number:</b>	3647406	PROCARE SOFTWARE	
<b>Registration Number:</b>	3515482	PROCARE SOFTWARE "FOLLOW THE LEADER"	
<b>Registration Number:</b>	2865855	TUITION EXPRESS	
<b>Registration Number:</b>	4992713	PROCARE CLOUD	
<b>Registration Number:</b>	4992712	PROCARECLOUD	
<b>Registration Number:</b>	4285016	KID REPORTS .COM	
<b>Registration Number:</b>	4391515	KIDREPORTS. REAL TIME. PEACE OF MIND.	
<b>Registration Number:</b>	5172391	MYPROCARE	
<b>Registration Number:</b>	1738144	PRIVATE ADVANTAGE	
<b>Serial Number:</b>	87118720	PROCAREPAY	
<b>Serial Number:</b>	87371919	PROCARE	
<b>Serial Number:</b>	87921947	PROCARE SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		

CH \$365.00 4831162

**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:** 212-969-3000  
**Email:** ypan@proskauer.com  
**Correspondent Name:** Mary Wills Bode  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** Eleven Times Square  
**Address Line 4:** New York, NEW YORK 10036-8299

<b>ATTORNEY DOCKET NUMBER:</b>	11668-318
<b>NAME OF SUBMITTER:</b>	Mary Wills Bode
<b>SIGNATURE:</b>	/Mary Wills Bode/
<b>DATE SIGNED:</b>	08/02/2018

**Total Attachments: 6**

source=Second Lien Trademark Security Agreement (updated)#page1.tif  
source=Second Lien Trademark Security Agreement (updated)#page2.tif  
source=Second Lien Trademark Security Agreement (updated)#page3.tif  
source=Second Lien Trademark Security Agreement (updated)#page4.tif  
source=Second Lien Trademark Security Agreement (updated)#page5.tif  
source=Second Lien Trademark Security Agreement (updated)#page6.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2018 (this “Agreement”), among KidReports, LLC and Procure Software, LLC (the “Grantors”) and ARES CAPITAL CORPORATION, as Second Lien Collateral Agent (in such capacity, the “Second Lien Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of July 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second 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 ARES CAPITAL CORPORATION, as the Second Lien Administrative Agent and Second Lien Collateral Agent, and (b) the Second Lien Collateral Agreement dated of July 31, 2018 (as amended, restated, amended and restated, 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 Second Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second 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 as consideration for Loans previously made. 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 Second 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.

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 Second 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 Second 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 Second 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.

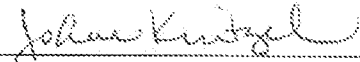
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement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

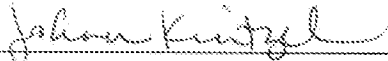
[Remainder of Page Intentionally Left Blank]

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

**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 Second Lien Trademark Security Agreement]

**TRADEMARK  
REEL: 006402 FRAME: 0029**

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

ARES CAPITAL CORPORATION, as Second  
Lien Collateral Agent

By: 

Name: Scott Lem




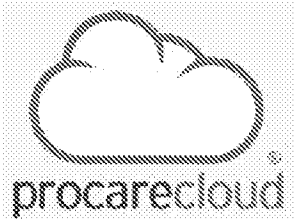


Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006402 FRAME: 0030**

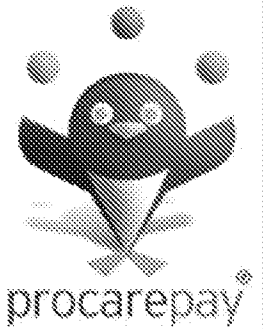
**Schedule I**  
to  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Registered Owner</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
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				
--------------	--	--	--	--

**TRADEMARK APPLICATIONS**

<b>Applicant</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Jurisdiction</b>
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.