

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXT Capital, LLC, as Agent		07/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Procare Software, LLC		
Street Address:	1 West Main Street, Ste. 201		
City:	Medford		
State/Country:	OREGON		
Postal Code:	97501		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
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	
Serial Number:	86788205	MYPROCARE	
Serial Number:	87118720	PROCAREPAY	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@kattenlaw.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		

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SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	07/31/2018
Total Attachments: 3 source=nxt procare trademark release final 2018 (procare software)#page1.tif source=nxt procare trademark release final 2018 (procare software)#page2.tif source=nxt procare trademark release final 2018 (procare software)#page3.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of July 31, 2018, by NXT CAPITAL, LLC. in its capacity as Agent for the Lenders party to the Credit Agreement (“Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Procure Software, LLC, a Delaware limited liability company (“Grantor”) and Agent are parties to that certain Guarantee and Collateral Agreement dated as of September 30, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”);

WHEREAS, pursuant to the Collateral Agreement, Grantor and Agent were parties to that certain Trademark Security Agreement dated as of September 30, 2016 (the “Trademark Security Agreement”) pursuant to which the Grantor granted to Agent, for the benefit of the Secured Parties, a continuing security interest in Grantor’s entire right, title, and interest in and to the Trademarks and Trademark Collateral (as defined below), including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on September 30, 2016, at Reel 5888, Frame 0064; and

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent, on behalf of itself and the Lenders, hereby releases, and terminates in its entirety its security interest in all of Grantor’s right, title and interest in and lien on and to the following (collectively the “Trademark Collateral”):

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark included in the Trademark Collateral, or (b) injury to the goodwill associated with any such Trademark.

2. Agent hereby discharges, quitclaims and relinquishes unto the Grantor and reassigns, transfers, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent’s right, title and interest in and to the Trademarks and the Trademark Collateral, together with the goodwill of the business connected with the use thereof and symbolized thereby.

3. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

NXT CAPITAL, LLC




By: 

Name: Andrew Ippolite


Title: Director

SCHEDULE 1

Trademark Registrations

Credit Party	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	 Tuition Express	4,190,173	August 14, 2012	U.S.
PROCARE SOFTWARE, LLC	 procare SOFTWARE	3,647,406	June 30, 2009	U.S.
PROCARE SOFTWARE, LLC	 ProCare Software <i>"Follow the Leader"</i>	3,515,482	October 14, 2008	U.S.
PROCARE SOFTWARE, LLC	TUITION EXPRESS	2,865,855	July 20, 2004	U.S.
PROCARE SOFTWARE, LLC	Procure Cloud	4992713	July 5, 2016	U.S.
PROCARE SOFTWARE, LLC	PROCARECLOUD	4992712	July 5, 2016	U.S.

Trademark Applications

Credit Party	Trademark	Application Number	Filing Date	Jurisdiction
PROCARE SOFTWARE, LLC	 myprocare	86788205	October 14, 2015	U.S.
PROCARE SOFTWARE, LLC	PROCAREPAY	87118720	July 16, 2016	U.S.