

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM487715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thoreau Holdco, LLC		08/24/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Administrative Agent		
Street Address:	77 West Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1620333	AMDC	
Registration Number:	2475604	AMDC	
Registration Number:	3618750	CHICAGO P RTNERS	
Registration Number:	3801921	PACE	
Registration Number:	3053938	PACEWEB	
Registration Number:	3853227	IGNITED DISCOVERY	
Registration Number:	2785980	SOLUTIONS IN HEALTHCARE REAL ESTATE	
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		
ATTORNEY DOCKET NUMBER:	050485-0075		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		

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DATE SIGNED:	08/28/2018
Total Attachments: 5 source=Ankura - Trademark Security Agreement - Thoreau Holdco#page1.tif source=Ankura - Trademark Security Agreement - Thoreau Holdco#page2.tif source=Ankura - Trademark Security Agreement - Thoreau Holdco#page3.tif source=Ankura - Trademark Security Agreement - Thoreau Holdco#page4.tif source=Ankura - Trademark Security Agreement - Thoreau Holdco#page5.tif	

Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of August 24, 2018, by and among THOREAU HOLDCO, LLC (“**Grantor**”) and CAPITAL ONE, NATIONAL ASSOCIATION, in its capacity as Administrative Agent for the Secured Parties (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, Grantor is party to that certain Security Agreement, dated as of August 24, 2018 (as it may be from time to time amended, restated, amended and restated, supplemented and/or otherwise modified, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the Security Agreement), Grantor hereby agrees with the Administrative Agent as follows:

I. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Grant of Security Interest in Trademark Collateral. As security for the payment in full in cash or performance, as the case may be, of all of the Secured Obligations, including the Guaranties, Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, its successors and assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in, and lien on, all of its right, title and interest in or to all the following Collateral now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) each U.S. Trademark owned by Grantor listed on Schedule I attached hereto;
- (b) all goodwill of the 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, violation or other impairment thereof; and
- (d) all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements, dilutions, violations or other impairments thereof;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, this Trademark Security Agreement shall not constitute a grant of any security interest in any Excluded Assets.

Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms

and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Termination or Release.

This Trademark Security Agreement shall terminate upon the termination of the Security Agreement in accordance with its terms.

Grantor shall automatically be released from its obligations hereunder and the security interests created hereunder in the Trademark Collateral of Grantor shall be automatically released upon any sale or transfer by Grantor of any Trademark Collateral that is permitted under the Credit Agreement (other than a sale or transfer to another Loan Party), or upon the effectiveness of any release of the Lien on such Trademark Collateral in accordance with Section 9.10 or 10.01 of the Credit Agreement, including as a result of any transaction permitted under the Credit Agreement pursuant to which Grantor ceases to be a Loan Party.

In connection with any termination or release pursuant to Section 4(a) or (b), the Administrative Agent shall promptly execute, acknowledge and deliver to Grantor (at Grantor's expense), an instrument in writing in recordable form releasing the collateral pledge, grant, collateral assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement and shall (at Grantor's expense) perform such other actions reasonably requested by Grantor to effect such release.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed as of the date first above written.

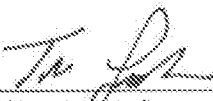
THOREAU HOLDCO, LLC, as Grantor

By: 

Name: Roger Carlile

Title: Chief Executive Officer

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Thomas Lawler
Title: Vice President

Schedule I

U.S. Trademarks Owned

Owner	Trademark	Registration Number	Registration Date
Thoreau Holdco, LLC	AMDC	1620333	October 30, 1990
Thoreau Holdco, LLC	AMDC (Design Mark)	2475604	August 7, 2001
Thoreau Holdco, LLC	CHICAGO P^RTNERS (Design Mark)	3618750	May 12, 2009
Thoreau Holdco, LLC	PACE (Design Mark)	3801921	June 15, 2010
Thoreau Holdco, LLC	PACEWEB	3053938	January 31, 2006
Thoreau Holdco, LLC	IGNITED DISCOVERY(Design Mark)	3853227	September 28, 2010
Thoreau Holdco, LLC	SOLUTIONS IN HEALTHCARE REAL ESTATE	2785980	November 25, 2003