

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499335

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Software Answers, LLC	FORMERLY Software Answers, Inc.	11/21/2018	Limited Liability Company: OHIO
eDoctrina Corp.		11/21/2018	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4110997	PROGRESSBOOK
Registration Number:	3597398	EDOCTRINA
Registration Number:	5046802	BEHAVE
Registration Number:	5013066	BEHAVE
Registration Number:	4959439	PD30
Registration Number:	5042685	SOLE
Registration Number:	5162746	SOLE
Serial Number:	88095515	ELERTS

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

OP \$215.00 4110997

ATTORNEY DOCKET NUMBER:	074658-17051
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	11/26/2018

Total Attachments: 6

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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "Supplement") is made as of this 21st day of November 2018, by and among SOFTWARE ANSWERS, LLC, an Ohio limited liability company (formerly known as SOFTWARE ANSWERS, INC.) ("Existing Grantor") and EDOCTRINA CORP., a New York corporation ("Joining Grantor" and together with Existing Grantor, collectively, "Grantors" and each a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as "Agent" under the Credit Agreement ("Agent").

W I T N E S S E T H

WHEREAS, pursuant to that certain Trademark Security Agreement dated February 21, 2018 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Trademark Security Agreement") by Existing Grantor in favor of Agent, Existing Grantor has, among other things, granted to Agent a security interest in and lien on the Trademark Collateral (as defined in the Trademark Security Agreement), a copy of which was recorded with the United States Patent and Trademark Office on February 22, 2018 at Reel 6277, Frame 0507;

WHEREAS, Joining Grantor owns certain Trademarks listed on Schedule I hereto and, as such, is joining Existing Grantor as a Grantor under the Trademark Security Agreement pursuant to this Supplement;

WHEREAS, Existing Grantor owns certain additional Trademarks set forth on Schedule I hereto;

WHEREAS, the Credit Agreement is being amended as of the date hereof pursuant to that certain Third Amendment and Joinder to Revolving Credit, Term Loan and Security Agreement, dated the date hereof, by and among the Grantors party thereto, the other Loan Parties, the Lenders, and Agent (the "Third Amendment"); and

WHEREAS, it is a condition to the effectiveness of the Third Amendment that the Trademark Security Agreement be amendment and supplement on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Joinder. Upon the effectiveness of this Supplement, Joining Grantor joins in as, assumes the obligations and liabilities of, adopts the obligations, liabilities and role of, and becomes a Grantor under the Trademark Security Agreement. All references to Grantor contained in the Agreement are hereby deemed for all purposes to also refer to and include Joining Grantor as a Grantor and Joining Grantor hereby agrees to comply with all of the terms and conditions of the Agreement as if such Joining Grantor were an original signatory thereto.

2. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or the Credit Agreement, as applicable.

3. Amendment. Schedule I to the Trademark Security Agreement is hereby amended by adding thereto the Trademarks listed on Schedule I hereto, which Trademarks shall hereafter be part of the Trademark Collateral and are subject to Agent's security interest and lien.

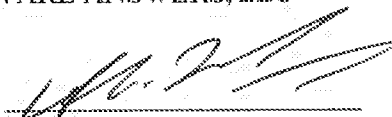
4. Incorporation of the Trademark Security Agreement. The terms and provisions of the Trademark Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Security Agreement; all of the provisions of which Trademark Security Agreement are and remain in full force and effect as supplemented by this Supplement.

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IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the Trademark Security Agreement as of the date first written above.

GRANTORS:

SOFTWARE ANSWERS, LLC

By: 
Name: Ali Jenab
Title: Chief Executive Officer and President

EDOCTRINA CORP.

By: _____
Name: Daniel Cohen
Title: Vice President

[Signature Page to Supplement to Trademark Security Agreement]

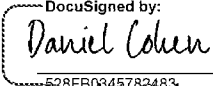
IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the Trademark Security Agreement as of the date first written above.

GRANTORS:

SOFTWARE ANSWERS, LLC


By: _____
Name: Ali Jenab
Title: Chief Executive Officer and President

EDOCTRINA CORP.

By:  _____
Name: Daniel Cohen
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION.

By: 
Name: Naish Panjwani
Title: Vice President

SCHEDULE I

TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

DATED NOVEMBER 21, 2018

Owner	Mark	Registration / Application / No.	Registration / Application / Issuance Date	Serial No.	Filing Date
SOFTWARE ANSWERS, LLC	PROGRESSBOOK	4110997	March 13, 2012	85222827	January 21, 2011
EDOCTRINA CORP.	EDOCTRINA ®	3597398	March 31, 2009	77396129	February 13, 2008
EDOCTRINA CORP.	BEHAVE ® (Class 41)	5046802	September 20, 2016	86740728	August 28, 2015
EDOCTRINA CORP.	BEHAVE ® (Class 42)	5013066	August 2, 2016	86978660	August 28, 2015
EDOCTRINA CORP.	PD30 ®	4959439	May 7, 2016	86740686	August 28, 2015
EDOCTRINA CORP.	SOLE ®	5042685	September 13, 2016	86740718	August 28, 2015
EDOCTRINA CORP.	SOLE ®	5162746	March 14, 2017	86978557	August 28, 2015
EDOCTRINA CORP.	ELERTS	88/095,515	August 28, 2018	N/A	N/A