

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM507352

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Credentials Solutions, LLC		01/25/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as Agent		
<b>Street Address:</b>	30 South Wacker Dr., Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87905958	PARKINGPLUS	
<b>Registration Number:</b>	5617795	EDU EDUCHECK	
<b>Registration Number:</b>	4982577	CS CREDENTIALS SOLUTIONS	
<b>Registration Number:</b>	4493320	EROBOMAIL	
<b>Registration Number:</b>	3168513	ROBOREGISTRAR	
<b>Registration Number:</b>	3530868	ESCRIP-SAFE	
<b>Registration Number:</b>	2852909	TRANSCRIPTSPUS	
<b>Registration Number:</b>	2840767	TRANSCRIPTSPUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637867		
<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>			
<b>Phone:</b>	3128637267		
<b>Email:</b>	jaclyn.digrande@goldbergekohn.com		
<b>Correspondent Name:</b>	Jaclyn Di Grande - Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 E Monroe St., Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	4975.392		

OP \$215.00 87905958

<b>NAME OF SUBMITTER:</b>	Jaclyn Di Grande
<b>SIGNATURE:</b>	/jaclyn di grande/
<b>DATE SIGNED:</b>	01/25/2019
<b>Total Attachments: 5</b> source=Credentials_-_Trademark_Security_Agreement#page1.tif source=Credentials_-_Trademark_Security_Agreement#page2.tif source=Credentials_-_Trademark_Security_Agreement#page3.tif source=Credentials_-_Trademark_Security_Agreement#page4.tif source=Credentials_-_Trademark_Security_Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 25, 2019, by the undersigned ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for the Lenders (as hereinafter defined).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, each other Person joined to the Credit Agreement from time to time as a borrower pursuant to Section 1.3 thereof (together with Grantor, collectively the "Borrowers"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor execute that certain Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following (except to the extent that any of the following constitutes Excluded Property), whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

(a) all of its registered Trademarks set forth on Schedule I hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

(b) all reissues, continuations or extensions of the foregoing;

(c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AMENDMENTS. This Agreement shall constitute a Loan Document for all purposes of the Credit Agreement and the other Loan Documents. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement.

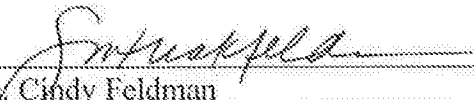
5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same, instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (including "PDF") shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

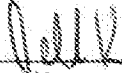
**CREDENTIALS SOLUTIONS, LLC**, a Delaware limited liability company

By:   
Name: Cindy Feldman  
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

By: \_\_\_\_\_



Name: Jeff Karczynski

Title: Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>REGIS. DATE</b>
PARKINGPLUS	87905958	N/A	N/A
EDU EDUCHECK	86907583	5617795	11/27/18
CS CREDENTIALS SOLUTIONS	86773714	4982577	6/21/16
EROBOMAIL	85606516	4493320	3/11/14
ROBOREGISTRAR	78777577	3168513	11/7/06
E-SCRIP-SAFE	77445064	3530868	11/11/08
TRANSCRIPTSPLUS	76501448	2852909	6/15/04
TRANSCRIPTSPLUS	76260879	2840767	5/11/04