

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McBee Associates, Inc.		04/30/2019	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH		
Street Address:	600 WASHINGTON BLVD.		
City:	STAMFORD		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	A SWISS BANKING CORPORATION ACTING THROUGH ITS CONNECTICUT-LICENSED BRANCH: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5094749	MCBEE	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Lauren Richburg		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	78178-002		
NAME OF SUBMITTER:	Lauren Richburg		
SIGNATURE:	/Lauren Richburg/		
DATE SIGNED:	05/01/2019		
Total Attachments: 6			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Trademark Security Agreement"), made by each of the Grantors (as defined below) in favor of UBS AG, STAMFORD BRANCH, as second lien collateral agent (in such capacity, the "Second Lien Collateral Agent") (in such capacity, the "Assignee"), as defined in the Second Lien Term Loan Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, after giving effect to the consummation of the Closing Date Acquisition, NETSMART, INC., a Delaware corporation (the "Company"), NETSMART TECHNOLOGIES, Inc., a Delaware corporation ("Netsmart Technologies"), ANDREWS HENDERSON LLC, a Delaware limited liability company ("Henderson", together with the Company, and Netsmart Technologies, the "Borrowers" and each, a "Borrower"), Netsmart Technologies, as Borrower Representative, the Subsidiaries of the Borrowers from time to time party thereto, the lenders party thereto, NATHAN INTERMEDIATE LLC ("Holdings"), the Second Lien Collateral Agent and UBS AG, STAMFORD BRANCH, as administrative agent (in such capacity, the "Second Lien Administrative Agent"), have entered into that certain Second Lien Term Loan Agreement, dated as of April 19, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Term Loan Agreement"); and

WHEREAS, in connection with the Second Lien Term Loan Agreement, the Grantors (including any entity that becomes a party thereto by executing and delivering a joinder thereto) have entered into that certain Second Lien Pledge and Security Agreement dated as of April 19, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Pledge and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Second Lien Administrative Agent, the Second Lien Collateral Agent and the Lenders to enter into the Second Lien Term Loan Agreement, to induce Lenders to make extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Second Lien Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Second Lien Pledge and Security Agreement and (to the extent not defined therein) the Second Lien Term Loan Agreement. For purposes of this Second Lien Trademark Security Agreement, the term "Trademarks" shall mean, throughout the world, all of the following: (a) all trademarks, service marks and other source or business identifiers, all registrations thereof, and all registrations, recordings and applications filed in connection therewith, including registrations and applications in the PTO (or any successor office or any similar office- in any other country or any State of the United States), and all extensions or renewals thereof, and (b) all goodwill associated therewith or symbolized thereby.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Second Lien Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the

following assets now owned or at any time hereafter acquired by such Grantor (collectively, the “Trademark Collateral”):

(a) all Trademarks owned by such Grantor, including, without limitation, the registered and applied-for Trademarks owned by such Grantor and listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that in no event shall the Security Interest attach to, nor shall the term “Trademark Collateral” include, any Excluded Assets.

SECTION 3. Second Lien Pledge and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Assignee pursuant to the Second Lien Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall govern and control.

SECTION 4. Termination. i) This Second Lien Trademark Security Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Obligations (other than contingent indemnification and reimbursement obligations which are not yet due and payable or for which no claim has been made) have been paid in full in cash and (ii) all Commitments have terminated or expired.

The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 6.13 of the Second Lien Pledge and Security Agreement.

In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Second Lien Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents and take such further actions that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the Second Lien Collateral Agent pursuant to this Section shall be without recourse to or warranty by the Second Lien Collateral Agent.

SECTION 5. GOVERNING LAW. THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Second Lien Trademark Security 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 Second Lien Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Second Lien Trademark Security Agreement.

SECTION 7. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN COLLATERAL AGENT PURSUANT TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT GOVERNING THE PRIORITY OF THE SECURITY INTERESTS GRANTED TO THE SECOND LIEN COLLATERAL AGENT OR THE EXERCISE OF ANY RIGHT OR REMEDY, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, each Grantor has caused this SECOND LIEN TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

MCBEE ASSOCIATES, INC.


By: 


Name: Kevin Kaufman

Title: Chief Financial Officer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH, as Assignee

By:  _____
Name: Housseem Daly
Title: Associate Director
Banking Products Services, US

By:  _____
Name: Darlene Arias
Title: Director

[Second Lien Trademark Security Agreement]

TRADEMARKS

Trademark Registration

Trademark	Reg. No.	Reg. Date	Owner
MCBEE	5094749	Dec. 06, 2016	McBee Associates, Inc.