

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542138

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NETSMART TECHNOLOGIES, INC.		09/20/2019	Corporation: DELAWARE

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: 7

Property Type	Number	Word Mark
Serial Number:	87922371	NETSMART REFERRAL MANAGER
Serial Number:	88086976	NETSMART SNAPSHOT
Serial Number:	88087012	EVERYDAYMATTERS FOUNDATION
Serial Number:	88087036	EVERYDAYMATTERS FOUNDATION
Serial Number:	88330464	HAS
Serial Number:	88330470	HAS
Serial Number:	88418511	DOCUMENT CONNECT

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 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

CH \$190.00 87922371

ATTORNEY DOCKET NUMBER:	78178-002
NAME OF SUBMITTER:	Lauren Richburg
SIGNATURE:	/Lauren Richburg/
DATE SIGNED:	09/23/2019

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 20, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Trademark Security Agreement”), made by each of the Grantors (as defined below) in favor of UBS AG, STAMFORD BRANCH, as first lien collateral agent (in such capacity, the “First Lien Collateral Agent”) (in such capacity, the “Assignee”), as defined in the First Lien Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, after giving effect to 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 First Lien Collateral Agent and UBS AG, STAMFORD BRANCH, as administrative agent (in such capacity, the “First Lien Administrative Agent”), have entered into that certain First Lien Credit Agreement, dated as of April 19, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”); and

WHEREAS, in connection with the First Lien Credit Agreement, the Grantors (including any entity that becomes a party thereto by executing and delivering a joinder thereto) have entered into that certain First 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 “First Lien Pledge and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the First Lien Collateral Agent and the Lenders to enter into the First Lien Credit Agreement, to induce Lenders and the Issuing Bank to make their respective extensions of credit to the Borrowers thereunder, to induce the counterparties to provide Banking Services in connection with the Banking Services Obligations and to induce the counterparties to enter into the Hedge Agreements and provide financial accommodation, each Grantor hereby agrees with the First 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 First Lien Pledge and Security Agreement and (to the extent not defined therein) the First Lien Credit Agreement. For purposes of this First 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 Secured Obligations, each Grantor hereby grants to the First 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. First Lien Pledge and Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Assignee pursuant to the First 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 First Lien Pledge and Security Agreement. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the First Lien Pledge and Security Agreement, the provisions of the First Lien Pledge and Security Agreement shall govern and control.

SECTION 4. Termination. (a) This First 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, (ii) all Commitments have terminated or expired and (iii) the Letter of Credit Usage has been reduced to zero (or cash collateralized in a manner reasonably satisfactory to the Issuing Bank or back-stopped by a letter of credit in form and substance reasonably satisfactory to the Issuing Bank) and the Issuing Bank has no further obligation to issue or amend Letters of Credit under the First Lien Credit Agreement.

(b) 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 First Lien Pledge and Security Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the First 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 First Lien Collateral Agent pursuant to this Section shall be without recourse to or warranty by the First Lien Collateral Agent.

SECTION 5. GOVERNING LAW. THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS FIRST 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 First 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 First Lien Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this First 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 FIRST LIEN COLLATERAL AGENT PURSUANT TO THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE FIRST 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 FIRST LIEN TRADEMARK SECURITY AGREEMENT GOVERNING THE PRIORITY OF THE SECURITY INTERESTS GRANTED TO THE FIRST 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 FIRST LIEN TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

NETSMART TECHNOLOGIES, INC.

By:



Name: Kevin Kaufman
Title: Chief Financial Officer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH, as Assignee

By:

Name:
Title:

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

NETSMART TECHNOLOGIES, INC.

By: _____
Name:
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH, as Assignee

By: 

Name: Darlene Arias
Title: Director

By: 

Name: Housseem Daly
Title: Associate Director

SCHEDULE 1

Trademark Registrations

Owner	Country	Trademark	Serial No.	Registration No.	Class	Status
NetSMART Technologies, Inc.	United States	NetSMART Referral Manager™	87922371	5,741,485	42	Registered on April 30, 2019
NetSMART Technologies, Inc.	United States	NetSMART Snapshot®	88086976	5,714,753	9,42	Registered on April 2, 2019
NetSMART Technologies, Inc.	United States	EveryDayMatters Foundation™ (Black and White)	88087012	5,749,409	35,44	Registered on May 14, 2019
NetSMART Technologies, Inc.	United States	EveryDayMatters Foundation™ (Color)	88087036	5,749,410	35,44	Filed on August 21, 2018
NetSMART Technologies, Inc.	United States	HAS™	88330464		42	Filed on March 7, 2019
NetSMART Technologies, Inc.	United States	HAS	88330470		42	Filed on March 7, 2019
NetSMART Technologies, Inc.	United States	Document Connect™	88/418,511		42	Filed on May 7, 2019