

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547113

<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>
CENTRALREACH, LLC		10/29/2019	Limited Liability Company: FLORIDA
CHARTLYTICS, LLC		10/29/2019	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 Tasman Drive		
<b>Internal Address:</b>	HF 150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4837856	CHARTLYTICS	
<b>Registration Number:</b>	5169984	PRECISION TEACHING LEARNING CENTER	
<b>Registration Number:</b>	5839552	CENTRALREACH	
<b>Registration Number:</b>	5839554	CR PRACTICE MANAGEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Ste 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1146394		
<b>NAME OF SUBMITTER:</b>	Alicia Vellante		

OP \$115.00 4837856

<b>SIGNATURE:</b>	/Alicia Vellante/
<b>DATE SIGNED:</b>	10/29/2019
<b>Total Attachments: 6</b> source=Closing Copy - H.4 - Trademark Security Agreement - CentralReach#page1.tif source=Closing Copy - H.4 - Trademark Security Agreement - CentralReach#page2.tif source=Closing Copy - H.4 - Trademark Security Agreement - CentralReach#page3.tif source=Closing Copy - H.4 - Trademark Security Agreement - CentralReach#page4.tif source=Closing Copy - H.4 - Trademark Security Agreement - CentralReach#page5.tif source=Closing Copy - H.4 - Trademark Security Agreement - CentralReach#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of October 29, 2019, is made by and between **CENTRALREACH, LLC**, a Florida limited liability company (“CentralReach”), **CHARTLYTICS, LLC.**, a Pennsylvania limited liability company (“Chartlytics” and together with CentralReach, individually or collectively, as the context requires, jointly and severally, the “Grantor”), and **SILICON VALLEY BANK** (the “Assignee”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Guarantee and Collateral Agreement”), among, among others, the Assignee, the Grantor, and certain other parties and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), among, among others, the Grantor, the Assignee, certain other parties, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

**WHEREAS**, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered or applied for Trademarks set forth on Schedule A hereto as of the date hereof.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof; provided however, no United States intent-to-use trademark or service mark application shall be deemed a “Trademark” 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 or service mark application under law.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s federally registered United States Trademark registrations and applications for the registration of United States federal Trademarks (excluding Internet domain names) as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, only to the extent that such modification constitutes an amendment of Schedule A hereto, i.e. to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Recordation

Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.

5. Counterparts

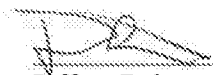
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of an original, executed counterpart of this Agreement.

*[Signature page follows.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**ASSIGNEE:**

**SILICON VALLEY BANK**

By:   
Name: Jeffrey Ralto  
Title: Vice President

**GRANTOR:**

**CENTRALREACH, LLC**

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

Name: Chris Sullens

Title: Chief Executive Officer

**CHARTLYTICS, LLC.**

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

Name: Chris Sullens

Title: Chief Executive Officer

Schedule A

Registered Trademarks

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Chartlytics, LLC.	United States	4837856 Ser. No. 86351627	2015-10-20	2014-07-29	Chartlyics LLC 1918 Park Forest Ave State College, PA 16803	CHARTLYTICS
CentralReach, LLC	United States	5169984 Ser. No. 87104149	2017-03-28	2016-07-14	PRECISE XCELERATION HOLDINGS CORP. 26837 Tanic Drive, Suite 103 Wesley Chapel FL 33544	Precision Teaching Learning Center
CentralReach, LLC	United States	5839552 Ser. No. 88298358	2019-08-20	2019-02-12	CentralReach, LLC 371 S. Federal Highway Pompano Beach, FL 33062	CENTRALREACH
CentralReach, LLC	United States	5839554 Ser. No. 88298421	2019-08-20	2019-02-12	CentralReach, LLC 371 S. Federal Highway Pompano Beach, FL 33062	CR PRACTICE MANAGEMENT

Pending Trademark Applications

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
CentralReach, LLC	United States	88/298,477	2019-02-12	CentralReach, LLC 371 S. Federal Highway Pompano Beach, FL 33062	CR CLINICAL SOLUTIONS
CentralReach, LLC	United States	88/299,949	2019-02-13	CentralReach, LLC 371 S. Federal Highway Pompano Beach, FL 33062	CR BILLMAX
CentralReach, LLC	United States	88/299,999	2019-02-13	CentralReach, LLC 371 S. Federal Highway Pompano Beach, FL 33062	CR BILLMAX TECHNOLOGY

CentralReach, LLC	United States	88/300,223	2019-02-13	CentralReach, LLC 371 S. Federal Highway Pompano Beach, FL 33062	CR BILLMAX SERVICES
CentralReach, LLC	United States	88/300,288	2019-02-13	CentralReach, LLC 371 S. Federal Highway Pompano Beach, FL 33062	CR INSIGHTS
CentralReach, LLC	United States	88/301,610	2019-02-14	CentralReach, LLC 371 S. Federal Highway Pompano Beach, FL 33062	CR CLINICAL+
CentralReach, LLC	United States	88/301,617	2019-02-14	CentralReach, LLC 371 S. Federal Highway Pompano Beach, FL 33062	CR INSTITUTE
CentralReach, LLC	United States	88/592,235	2019-08-26	CentralReach, LLC 371 S. Federal Highway Pompano Beach, FL 33062	CENTRALREACH ESSENTIALS
CentralReach, LLC	United States	88/592,221	2019-08-26	CentralReach, LLC 371 S. Federal Highway Pompano Beach, FL 33062	CR ESSENTIALS
CentralReach, LLC	United States	88/658,541	2019-10-17	CentralReach, LLC 371 S. Federal Highway Pompano Beach, FL 33062	CR UNITE
CentralReach, LLC	United States	88/658,635	2019-10-17	CentralReach, LLC 371 S. Federal Highway Pompano Beach, FL 33062	
CentralReach, LLC	United States	88/658,696	2019-10-17	CentralReach, LLC 371 S. Federal Highway Pompano Beach, FL 33062	CR CARES
CentralReach, LLC	United States	88/658,728	2019-10-17	CentralReach, LLC 371 S. Federal Highway Pompano Beach, FL 33062	PRECISIONX