

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM559861

<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		01/31/2020	Limited Liability Company: DELAWARE
PARCHMENT INC.		01/31/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital LLC, as Collateral Agent		
<b>Street Address:</b>	100 South Wacker Drive, Floor 18		
<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: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2840767	TRANSCRIPTSPLUS	
Registration Number:	2852909	TRANSCRIPTSPLUS	
Registration Number:	4493320	EROBOMAIL	
Registration Number:	3530868	ESCRIP-SAFE	
Registration Number:	3168513	ROBOREGISTRAR	
Registration Number:	5617795	EDU EDUCHECK	
Registration Number:	4982577	CS CREDENTIALS SOLUTIONS	
Registration Number:	3897333	DOCUFIDE	
Registration Number:	4198220	PARCHMENT	
Registration Number:	4209260	CREDENTIALS UNLEASHED	
Registration Number:	4504636	P PARCHMENT	
Registration Number:	4676221	TURN CREDENTIALS INTO OPPORTUNITIES	
Registration Number:	5731416	P PARCHMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			

CH \$340.00 2840767

**Phone:** 212-969-3000  
**Email:** ypan@proskauer.com  
**Correspondent Name:** Philip C. Kim  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** Eleven Times Square  
**Address Line 4:** New York, NEW YORK 10036-8299

<b>ATTORNEY DOCKET NUMBER:</b>	38263-018
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<b>NAME OF SUBMITTER:</b>	Daniel C. Pollick
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<b>SIGNATURE:</b>	/Daniel C. Pollick/
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<b>DATE SIGNED:</b>	01/31/2020
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**Total Attachments: 6**

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**GRANT OF**  
**SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of January 31, 2020 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of Golub Capital LLC, a Delaware limited liability company (“**Golub**”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

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

WHEREAS, pursuant to the Credit Agreement, dated as of January 31, 2020, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among PCS INTERMEDIATE II HOLDINGS, LLC, a Delaware limited liability company (“**Borrower**”), PCS INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (f/k/a Credentials Intermediate Holdings, LLC) (“**Holdings**”), as a Guarantor, the other Guarantors from time to time party thereto, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and Golub, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of January 31, 2020, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "Trademark Collateral"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.


**SECTION 6. GOVERNING LAW. THIS AGREEMENT NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

SECTION 7. Counterparts. This Agreement may be executed in counterparts (including by facsimile or other electronic transmission (including in ".pdf" format)), each of which will be deemed an original, but all of which together constitute one and the same original.


[Signature Pages Follow]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

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


By:   
Name: Craig Milius  
Title: Vice President and Secretary

**PARCHMENT INC.**,  
a Delaware corporation,  
as a Grantor

By:   
Name: Craig Milius  
Title: Vice President and Secretary

**ACCEPTED:**

**GOLUB CAPITAL LLC,**  
as Collateral Agent

By:   
Name: Robert G. Tuchscherer  
Title: Managing Director

[Signature Page to Grant of Security Interest in Trademark Rights]

**TRADEMARK**  
**REEL: 006853 FRAME: 0273**

**SCHEDULE A****U.S. Trademarks and Applications**

<b>Grantor</b>	<b>Word Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Credentials Solutions, LLC	TRANSCRIPTSPLUS	76/260879	May 22, 2001	2840767	May 11, 2004
Credentials Solutions, LLC	TRANSCRIPTSPLUS	76/501448	Mar. 27, 2003	2852909	June 15, 2004
Credentials Solutions, LLC	EROBOMAIL	85/606516	Apr. 24, 2012	4493320	Dec. 24, 2013
Credentials Solutions, LLC	ESCRIP-SAFE	77/907583	Apr. 10, 2008	3530868	Nov. 11, 2008
Credentials Solutions, LLC	ROBOREGISTRAR	78/777577	Dec. 20, 2005	3168513	Nov. 7, 2006
Credentials Solutions, LLC	EDUCHECK	86/907583	Feb. 15, 2016	5617795	November 27, 2018
Credentials Solutions, LLC	CS CREDENTIALS SOLUTIONS	86/773714	September 30, 2015	4982577	June 21, 2016
Parchment Inc.	DOCUFIDE	85/037827	May 13, 2010	3897333	December 28, 2010
Parchment Inc.	PARCHMENT	85/519975	January 19, 2012	4198220	August 28, 2012
Parchment Inc.	CREDENTIALS UNLEASHED	85/519984	January 19, 2012	4209260	September 18, 2012
Parchment Inc.	P PARCHMENT	86/012991	July 17, 2013	4504636	April 1, 2014

Parchment Inc.	TURN CREDENTIALS INTO OPPORTUNITIES	86/050693	August 28, 2013	4676221	January 20, 2015
Parchment Inc.	P PARCHMENT	87/878930	April 16, 2018	5731416	April 23, 2019