

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600749

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Trademarks at R/F 5773/0912

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch, as Collateral Agent		10/01/2020	National Banking Association: SWITZERLAND

RECEIVING PARTY DATA

Name:	Netsmart Technologies, Inc.
Street Address:	3500 Sunrise Highway
Internal Address:	Suite D122
City:	Great River
State/Country:	NEW YORK
Postal Code:	11739
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	76335115	CMHC
Serial Number:	77416658	EVOLV CS
Serial Number:	77663071	WE HAVE A SOLUTION FOR THAT
Serial Number:	77857470	AVATAR
Serial Number:	77857931	AVATAR
Serial Number:	78339520	SOFTWARE JUST FOR PUBLIC HEALTH
Serial Number:	85073096	THERAPIST HELPER
Serial Number:	85334162	DEFRAN QUICKSTART
Serial Number:	85566569	EVERYDAYMATTERS
Serial Number:	85860698	CAREFABRIC
Serial Number:	85865400	MYLEARNINGPOINTE
Serial Number:	85865401	WHERE LEARNING POINTS TO KNOWLEDGE
Serial Number:	85865432	MYLEARNINGPOINTE
Serial Number:	86065988	TIER
Serial Number:	86142818	JUST FOR PUBLIC HEALTH
Serial Number:	86170570	MYEVOLV
Serial Number:	86445000	REVCONNECT

OP \$440.00 76335115

CORRESPONDENCE DATA**Fax Number:** 2127514864*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:** 2129061209**Email:** JESSICA.BAJADA-SILVA@LW.COM**Correspondent Name:** LATHAM & WATKINS LLP, C/O JESSICA BAJADA**Address Line 1:** 885 THIRD AVE**Address Line 4:** NEW YORK, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 022411-1267**NAME OF SUBMITTER:** Jessica Bajada-Silva**SIGNATURE:** /s/ Jessica Bajada-Silva**DATE SIGNED:** 10/01/2020**Total Attachments: 4**

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RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this "Release") dated as of October 1, 2020, is made by UBS AG, STAMFORD BRANCH, as second lien collateral agent (the "Collateral Agent") in favor of NETSMART TECHNOLOGIES, INC. (the "Grantor"). Capitalized terms not defined herein shall have the meaning ascribed to them, directly or by reference, in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to a Second Lien Term Loan Agreement, dated as of April 19, 2016 (as may have been amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Second Lien Term Loan Agreement"), Grantor executed and delivered that certain Second Lien Pledge and Security Agreement, dated April 19, 2016 (as may have been amended, restated, amended and restated, supplemented and/or otherwise modified from time to time the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Second Lien Trademark Security Agreement, dated April 19, 2016, in favor of the Collateral Agent (the "Trademark Security Agreement"), which was recorded in the United States Patent and Trademark Office on April 19, 2016 at Reel/Frame 5773/0912;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under any and all of the following assets then owned or at any time thereafter acquired by the Grantor: (a) all Trademarks owned by the Grantor, including, without limitation, the registered and applied-for Trademarks owned by the 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; but excluding all Excluded Assets (collectively, the "Trademark Collateral"); and


WHEREAS the Grantor has requested that the Collateral Agent now terminate and release its security interest in the Trademark Collateral.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Collateral Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases its security interest in the Trademark Collateral without recourse to the Collateral Agent and without representation or warranty of any kind.

The Grantor (and any successor to the Grantor, including any person or entity hereafter holding any right, title or interest in and to the Trademark Collateral) is hereby authorized to record this Release with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release as of the day and year first above written.

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Houssein Daly
Title: Associate Director

By: 
Name: Anthony Joseph
Title: Associate Director

Schedule 1

Trademark Registrations and Applications

Owner	Trademark	Serial Number	Status	Filing Date	Registration Number	Registration Date
Netsmart Technologies, Inc.	AVATAR	77857931	Registered	10/27/2009	3949784	04/26/2011
Netsmart Technologies, Inc.	AVATAR AND DESIGN	77857470	Registered	10/26/2009	3949783	04/26/2011
Netsmart Technologies, Inc.	CAREFABRIC	85860698	Registered	02/26/2013	4877909	12/29/2015
Netsmart Technologies, Inc.	CMHC	76335115	Registered	11/07/2001	2723412	06/10/2003
Netsmart Technologies, Inc.	EVERYDAYMATTERS	85566569	Registered	03/12/2012	4495335	03/11/2014
Netsmart Technologies, Inc.	JUST FOR PUBLIC HEALTH	86142818	Pending	12/13/2013	N/A	N/A
Netsmart Technologies, Inc.	MYEVOLV	86170570	Registered	01/21/2014	4813701	09/15/2015
Netsmart Technologies, Inc.	MYLEARNINGPOINTE	85865400	Registered	03/04/2013	4660236	12/23/2014
Netsmart Technologies, Inc.	MYLEARNINGPOINTE AND DESIGN	85865432	Registered	03/04/2013	4685283	02/10/2015
Netsmart Technologies, Inc.	REVCONNECT	86445000	Pending	11/05/2014	N/A	N/A
Netsmart Technologies, Inc.	SOFTWARE JUST FOR PUBLIC HEALTH	78339520	Registered	12/11/2003	3110690	06/27/2006
Netsmart Technologies, Inc.	THERAPIST HELPER	85073096	Registered	06/28/2010	3953912	05/03/2011
Netsmart Technologies, Inc.	TIER	86065988	Registered	09/16/2013	4631010	11/04/2014
Netsmart Technologies, Inc.	WE HAVE A SOLUTION FOR THAT	77663071	Registered	02/04/2009	3753842	03/02/2010

Inc.						
Netsmart Technologies, Inc.	WHERE LEARNING POINTS TO KNOWLEDGE	85865401	Registered	03/04/2013	4744105	05/26/2015
Netsmart Technologies, Inc.	DEFRAN QUICKSTART	85334162	Registered	05/31/2011	4170364	07/10/2012
Netsmart Technologies, Inc.	EVOLV CS	77416658	Registered	03/07/2008	3710935	11/17/2009