

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317964

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ProSites, Inc.		09/23/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Freeport Financial Partners LLC, as Agent		
Street Address:	300 North LaSalle St., Ste 5300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4432436	YOU HAVE A PHONE. WE MAKE IT RING.	
Registration Number:	4456227	YOUR FEET WILL THANK YOU	
Registration Number:	4246119	WORKING TOGETHER...DELIVERING SMILES	
Registration Number:	4369660	TAP FOR APP	
Registration Number:	4192114	PATIENT RATED	
Registration Number:	4151125	PASSPORT TO NEW PATIENTS	
Registration Number:	3695202	POINT. CLICK. LAUNCH.	
Registration Number:	3645464	PROSITES	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	312-863-7267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7213.014		
NAME OF SUBMITTER:	Jaclyn Di Grande		

OP \$215.00 4432436

SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	09/24/2014
Total Attachments: 5 source=ProSites - Trademark_Security_Agreement#page1.tif source=ProSites - Trademark_Security_Agreement#page2.tif source=ProSites - Trademark_Security_Agreement#page3.tif source=ProSites - Trademark_Security_Agreement#page4.tif source=ProSites - Trademark_Security_Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 23, 2014, is made by ProSites, Inc., a California corporation ("Grantor"), in favor of Freeport Financial Partners LLC ("Freeport"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 23, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among CPASiteSolutions, Inc., a Vermont corporation ("Borrower"), ProSites Holding Company, a Delaware corporation, certain affiliates of Borrower from time to time party thereto, including Grantor, the Lenders from time to time party thereto, Freeport, as Agent for the Lenders, and U.S. Bank National Association, as Paying Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Intellectual Property licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic transmission shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PROSITES, INC.,
a California corporation
as Grantor

By: Alan Peyrat
Name: Alan Peyrat
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

FREEPORT FINANCIAL PARTNERS
LLC
as Agent

By: Joseph V. Walker
Name: Joseph V. Walker
Title: MS

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Trademark	Application No.	File Date	Reg. No.	Reg. Date
ProSites, Inc.	YOU HAVE A PHONE. WE MAKE IT RING.	85895082	04/04/13	4432436	11/12/13
ProSites, Inc.	YOUR FEET WILL THANK YOU	85725807	09/11/12	4456227	12/24/13
ProSites, Inc.	WORKING TOGETHER... DELIVERING SMILES	85644323	06/06/12	4246119	11/20/12
ProSites, Inc.	TAP FOR APP	85590533	04/05/12	4369660	07/16/13
ProSites, Inc.	PATIENT RATED	85267289	03/15/11	4192114	08/14/12
ProSites, Inc.	PASSPORT TO NEW PATIENTS	85234226	02/04/11	4151125	05/29/12
ProSites, Inc.	POINT. CLICK. LAUNCH.	77671923	02/17/09	3695202	10/13/09
ProSites, Inc.	PROSITES	77269544	08/31/07	3645464	06/30/09