

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM374702

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <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>    |
| Compsych Employee Assistance Programs, Inc. |  | 02/26/2016            | CORPORATION: ILLINOIS |
| NBM, Inc.                                   |  | 02/26/2016            | CORPORATION: ILLINOIS |
| Compsych International, Inc.                |  | 02/26/2016            | CORPORATION: ILLINOIS |
| FinancialPoint Corporation                  |  | 02/26/2016            | CORPORATION: ILLINOIS |
| LawPoint Corporation                        |  | 02/26/2016            | CORPORATION: ILLINOIS |
| Comprehensive Psychological Centers, Inc.   |  | 02/26/2016            | CORPORATION: ILLINOIS |
| <b>RECEIVING PARTY DATA</b>                 |  |                       |                       |
| <b>Name:</b>                                | Healthcare Financial Solutions, LLC, as Collateral Agent |                       |                       |
| <b>Street Address:</b>                      | 500 W Monroe Street                                      |                       |                       |
| <b>City:</b>                                | Chicago  |                       |                       |
| <b>State/Country:</b>                       | ILLINOIS   |                       |                       |
| <b>Postal Code:</b>                         | 60661  |                       |                       |
| <b>Entity Type:</b>                         | LIMITED LIABILITY COMPANY: DELAWARE                      |                       |                       |
| <b>PROPERTY NUMBERS Total: 20</b>           |  |                       |                       |
| <b>Property Type</b>                        | <b>Number</b>  | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>                 | 4661355  | ABSENCERESOURCES      |                       |
| <b>Registration Number:</b>                 | 4196792  | ESTATEGUIDANCE        |                       |
| <b>Registration Number:</b>                 | 4062415  | HEALTHCHAMPION        |                       |
| <b>Registration Number:</b>                 | 3770005  | MY BUSINESSSOLUTIONS  |                       |
| <b>Registration Number:</b>                 | 3566846  | BRICKMASTER           |                       |
| <b>Registration Number:</b>                 | 3553106  | GUIDANCERESOURCES     |                       |
| <b>Registration Number:</b>                 | 3474551  | RNSOURCE              |                       |
| <b>Registration Number:</b>                 | 3182077  | HEALTHYGUIDANCE       |                       |
| <b>Registration Number:</b>                 | 3424940  | IDRESOURCES           |                       |
| <b>Registration Number:</b>                 | 3077920  | ESTATEGUIDANCE        |                       |
| <b>Registration Number:</b>                 | 2555596  | FMLASOURCE            |                       |
| <b>Registration Number:</b>                 | 2467675  | COMPSYCH              |                       |
| <b>Registration Number:</b>                 | 2474170  | GLOBALCONNECT         |                       |

TRADEMARK

| Property Type        | Number  | Word Mark                      |
|----------------------|---------|--------------------------------|
| Registration Number: | 2579202 | THE GUIDANCE RESOURCES COMPANY |
| Registration Number: | 2753318 | FINANCIALCONNECT               |
| Registration Number: | 2236163 | FINANCIALPOINT                 |
| Registration Number: | 2167111 | LEGALCONNECT                   |
| Registration Number: | 2170329 | LAWPOINT                       |
| Registration Number: | 2026110 | FAMILYSOURCE                   |
| Registration Number: | 1633547 | COMPSPYCH                      |

**CORRESPONDENCE DATA**

Fax Number: 3125774565

*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: 3125778265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic C/O Katten

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

|                         |                    |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 339669-90          |
| NAME OF SUBMITTER:      | Kristin Brozovic   |
| SIGNATURE:              | /Kristin Brozovic/ |
| DATE SIGNED:            | 02/26/2016         |

**Total Attachments: 6**

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## TRADEMARK PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 26, 2016, is made by Compsych Employee Assistance Programs, Inc., NBM, Inc., Compsych International, Inc., FinancialPoint Corporation, LawPoint Corporation and Comprehensive Psychological Centers, Inc. (each a “Grantor” and, collectively, the “Grantors”), in favor of Healthcare Financial Solutions, LLC (“HFS”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other parties named therein.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 26, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the Subsidiary Guarantors, the Lenders, HFS, as the collateral agent and the administrative agent and the other parties from time to time party thereto, 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, each Grantor (other than the Borrower) has agreed, pursuant to a Security Agreement of even date herewith in favor of the Collateral Agent (the “Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 such Grantor (the “Trademark Collateral”):

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

(a) all renewals and extensions of the foregoing;

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

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

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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 IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties in different counterparts), each of which shall constitute an original, but all of which taken together shall constitute a single contract.

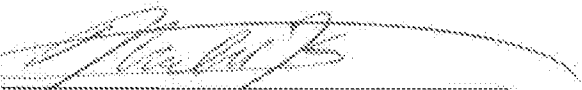
Section 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflict of law principles that would require the application of the laws of another jurisdiction.

[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.

Very truly yours,

COMPSYCH EMPLOYEE ASSISTANCE  
PROGRAMS, INC.  
LAWPOINT CORPORATION  
COMPSYCH INTERNATIONAL, INC.  
FINANCIALPOINT CORPORATION  
NBM, INC.  
COMPREHENSIVE PSYCHOLOGICAL  
CENTERS, INC.  
as Grantors

By: 

Name: Michael Kravets

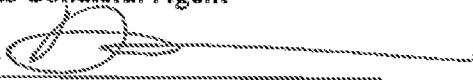
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005740 FRAME: 0354**

ACCEPTED AND AGREED  
as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC  
as Collateral Agent

By: 

Name: Danielle K. Katz  
Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| Mark                           | Reg. No. / Reg. Date   | Current Owner                               |
|--------------------------------|------------------------|---|
| ABSENCERESOURCES               | 4661355<br>23-DEC-2014 | COMPSYCH CORPORATION                        |
| ESTATEGUIDANCE                 | 4196792<br>28-AUG-2012 | COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC. |
| HEALTHCHAMPION                 | 4062415<br>29-NOV-2011 | COMPSYCH CORPORATION                        |
| MY BUSINESSSOLUTIONS           | 3770005<br>06-APR-2010 | COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC. |
| BRICKMASTER                    | 3566846<br>27-JAN-2009 | NBM, INC.                                   |
| GUIDANCERESOURCES              | 3553106<br>30-DEC-2008 | COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC. |
| RNSOURCE                       | 3474551<br>29-JUL-2008 | COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC. |
| HEALTHYGUIDANCE                | 3182077<br>05-DEC-2006 | COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC. |
| IDRESOURCES                    | 3424940<br>06-MAY-2008 | COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC. |
| ESTATEGUIDANCE                 | 3077920<br>04-APR-2006 | COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC. |
| FMLASOURCE                     | 2555596<br>02-APR-2002 | COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC. |
| COMPSYCH                       | 2467675<br>10-JUL-2001 | COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC. |
| GLOBALCONNECT                  | 2474170<br>31-JUL-2001 | COMPSYCH INTERNATIONAL, INC.                |
| THE GUIDANCE RESOURCES COMPANY | 2579202<br>11-JUN-2002 | COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC. |
| FINANCIALCONNECT               | 2753318                | COMPSYCH EMPLOYEE                           |

| Mark           | Reg. No./ Reg. Date    | Current Owner                               |
|----------------|------------------------|---|
|                | 19-AUG-2003            | ASSISTANCE PROGRAMS, INC.                   |
| FINANCIALPOINT | 2236163<br>30-MAR-1999 | FINANCIALPOINT CORPORATION                  |
| LEGALCONNECT   | 2167111<br>23-JUN-1998 | COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC. |
| LAWPOINT       | 2170329<br>30-JUN-1998 | LAWPOINT CORPORATION                        |
| FAMILYSOURCE   | 2026110<br>24-DEC-1996 | COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC. |
| COMPSYCH       | 1633547<br>29-JAN-1991 | COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC. |

2. TRADEMARK APPLICATIONS

None

3. IP LICENSES

None