

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477796

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PointRight Inc.		06/12/2018	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Accel-KKR Credit Partners, LP - Series 1		
Street Address:	2500 Sand Hill Rd., Suite 300		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1917468	Q-METRICS	
Registration Number:	3544243	POINTRIGHT	
Registration Number:	3890480	ANALYTICS TO ANSWERS	
Registration Number:	4625216	Q-METRICS	
Registration Number:	5027364	RIGHTMATCH	
Registration Number:	5059756	RIGHT MATCH	
Registration Number:	4761544	POINTRIGHT PRO 30	
Registration Number:	5105407	RADAR	
Registration Number:	4730398	LEADING THE ANALYTICS AGE!	
Registration Number:	4928293	POINTRIGHT PERFORMANCE PREVIEW	
Registration Number:	4845411	RADAR	
Registration Number:	4808571	POINTRIGHT SNF SCORECARD	
Registration Number:	4812902	POINTRIGHT FIVE-STAR FASTTRACK	
Registration Number:	5005874	POINTRIGHT	
Registration Number:	4804220	POINTRIGHT PRO 30 REHOSPITALIZATION	
Registration Number:	5120206	PR PRONTO!	
Registration Number:	4812920	POINTRIGHT FIVE-STAR FASTTRACK	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 1917468

Fax Number: 3128637267

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: 3128637267

Email: jaclyn.digrande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7675.005
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NAME OF SUBMITTER:	Jaclyn Di Grande
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SIGNATURE:	/jaclyn di grande/
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DATE SIGNED:	06/13/2018
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th day of June, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ACCEL-KKR CREDIT PARTNERS, LP – SERIES 1 ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 12, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among POINTRIGHT HOLDINGS, INC., a Delaware corporation ("Holdings"), POINTRIGHT INC., a Massachusetts corporation, as borrower ("Borrower"), and Lender, Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Financing Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender that certain Guaranty and Security Agreement, dated as of June 12, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender to secure the Secured Liabilities, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Liabilities, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Liabilities and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Financing Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE

GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

POINTRIGHT INC.

By: 

Name: Michael Laureno

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

ACCEL-KKR CREDIT PARTNERS, LP – SERIES 1,
as Lender

By: AKKR Credit Partners Management Company,
LP

Its: General Partner

By: AKKR Management Company, LLC

Its: General Partner

By: Accel-KKR Holdings GP, LLC

Its: Managing Member

By: 

Name: Thomas C. Barnds

Its: Managing Member

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Trademark	Status	Serial Number	Filing Date	Registration Number	Registration Date
PointRight Inc.	Q-METRICS	Registered	74441592	Sep 29, 1993	1917468	Sep 5, 1995
PointRight Inc.	POINTRIGHT	Registered	77129120	Mar 13, 2007	3544243	Dec 9, 2008
PointRight Inc.	ANALYTICS TO ANSWERS	Registered	77296147	Oct 4, 2007	3890480	Dec 14, 2010
PointRight Inc.	Q-METRICS	Registered	85355157	Jun 24, 2011	4625216	Oct 21, 2014
PointRight Inc.	RIGHTMATCH	Registered	85791733	Nov 30, 2012	5027364	Aug 23, 2016
PointRight Inc.	RIGHT MATCH and design	Registered	85791755	Nov 30, 2012	5059756	Oct 11, 2016
PointRight Inc.	POINTRIGHT PRO 30	Registered	86247961	Apr 10, 2014	4761544	Jun 23, 2015
PointRight Inc.	RADAR	Registered	86263202	Apr 25, 2014	5105407	Dec 20, 2016
PointRight Inc.	LEADING THE ANALYTICS AGE! (and design)	Registered	86274579	May 7, 2014	4730398	May 5, 2015
PointRight Inc.	POINTRIGHT PERFORMANCE PREVIEW (logo)	Registered	86362588	Aug 11, 2014	4928293	Mar 29, 2016
PointRight Inc.	RADAR (logo)	Registered	86577375	Mar 26, 2015	4845411	Nov 3, 2015
PointRight Inc.	POINTRIGHT SNF SCORECARD	Registered	86562226	Mar 12, 2015	4808571	Sep 8, 2015
PointRight Inc.	POINTRIGHT FIVE-STAR FASTTRACK	Registered	86560757	Mar 11, 2015	4812902	Sep 15, 2015
PointRight Inc.	POINTRIGHT (logo)	Registered	86575881	Mar 25, 2015	5005874	Jul 26, 2016
PointRight Inc.	POINTRIGHT PRO 30 REHOSPITALIZATION (logo)	Registered	86577035	Mar 26, 2015	4804220	Sep 1, 2015
PointRight Inc.	PR PRONTO!	Registered	86610966	Apr 27, 2015	5120206	Jan 10, 2017
PointRight Inc.	POINTRIGHT FIVE-STAR FASTTRACK	Registered	86571269	Mar 20, 2015	4812920	Sep 15, 2015