

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
cGate Health, Inc.		03/06/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Midcap Financial SBIC, LP, as Agent		
Street Address:	7255 Woodmont Avenue		
Internal Address:	Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77810301	CGATE	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
Phone:	(312) 609-7838		
Email:	podonoghue@vedderprice.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Patricia O'Donoghue/Vedder Price P.C.		
Address Line 1:	222 North LaSalle Street		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	41012.00.0058-D.MANGAN		
NAME OF SUBMITTER:	Patricia O'Donoghue		
Signature:	/Patricia O'Donoghue/		

CH \$40.00 77810301

Date:

03/12/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of March 6, 2012 by cGate Health, Inc., a Delaware corporation (“**Grantor**”), in favor of MidCap Financial SBIC, LP, in its capacity as administrative agent for the Lenders party to the Credit Agreement (together with its successors and assigns, in such capacity, “**Grantee**”):

W I T N E S S E T H:

WHEREAS, Grantor, the Guarantors party thereto (together with Grantor, collectively, “**Credit Parties**”), the financial institutions or other entities as may from time to time become parties thereto as lenders (the “**Lenders**”) and Grantee are parties to that certain Credit and Guaranty Agreement dated as of July 28, 2011, as amended from time to time (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), providing for the extension of credit to be made to Grantor by the Lenders, and that certain Security and Pledge Agreement dated as of July 28, 2011, as amended from time to time (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and all renewals thereof (the “**Trademarks**”), whether now owned or existing or owned, acquired, or arising hereafter, and all Proceeds of any and all of the foregoing, to secure, inter alia, the payment of all amounts owing by Grantor under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor’s entire right, title and interest in, upon and to the following (all of

the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or owned, acquired or arising hereafter:

(i) all Trademarks, including without limitation each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all Proceeds of any and all of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

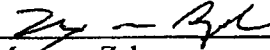
(Signature Page Follows)

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, intending to be legally bound, the undersigned has duly executed this Agreement as of the date first written above.

GRANTOR:

cGATE HEALTH, INC., a Delaware
corporation

By: 

Max von Zuben
Vice President

CHICAGO#2295501

TRADEMARK
REEL: 004735 FRAME: 0005

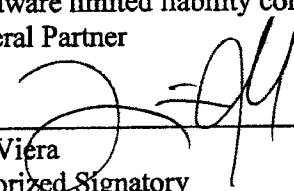
(Signature Page to Trademark Security Agreement)

Agreed and Accepted
As of the Date First Written Above:

MIDCAP FINANCIAL SBIC, LP, a Delaware
limited partnership, as Administrative Agent and
Grantee

By: MIDCAP FINANCIAL SBIC GP, LLC, a
Delaware limited liability company

Its: General Partner

By: 

Luis Viera
Authorized Signatory

SCHEDULE 1

TRADEMARKS

COUNTRY	MARK	APPLN NO.	FILED	REGN NO	REGN DATE	Current Owner
US	cGate	77810301	August 21, 2009	3842888	August 31, 2010	cGate Health, Inc.