

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
HealthHelp, LLC		04/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
HealthHelp Holdings, LLC		04/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
Radsite, LLC		04/30/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	2 Bethesda Metro Center
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2385048	HEALTHHELP
Registration Number:	3355866	HEALTHHELP
Registration Number:	3358951	HH
Registration Number:	3358948	HH
Registration Number:	3310120	

CORRESPONDENCE DATA

Fax Number: 4044435697
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312-849-8102
 Email: lallen@mcguirewoods.com

OP \$140.00 2385048

Correspondent Name: Laura Richardson, Esq.
Address Line 1: McGuireWoods LLP
Address Line 2: 1230 Peachtree Street N.E., Ste. 2100
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2060236-0090 HEALTHHELP
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	04/30/2013

Total Attachments: 9
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2013, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers 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 Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, 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, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the 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 Patent and 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 Agent for the benefit of the Secured Parties, and grants to the 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 (other than Excluded Property, but only during such time that such Collateral actually constitutes Excluded Property) (the “Patent and 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;

(b) all renewals and extensions of the Patent and Trademark Collateral described in clause (a) above;

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

(d) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 2 hereto;

(e) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the Patent and Trademark Collateral described in clause (d) above; and

(f) all income, royalties and proceeds 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 Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent and 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. 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 actions in connection with their Trademarks, Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent and 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.

Section 6. Governing Law. This Patent and 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.

Section 7. Termination. This Patent and Trademark Security Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

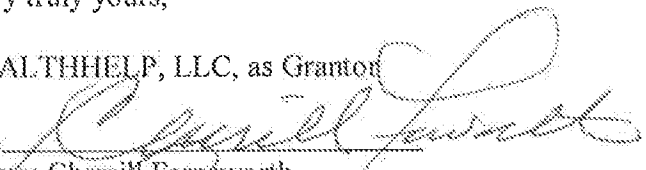
Section 8. Conflicts. In the event of any conflicts between this Patent and Trademark Security Agreement (or any portion thereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]


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

Very truly yours,

HEALTHHELP, LLC, as Grantor

By: 
Name: Cherrill Farnsworth
Title: Chief Executive Officer

HEALTHHELP HOLDINGS, LLC, as
Grantor

By: 
Name: Cherrill Farnsworth
Title: President and Chief Executive Officer

RADSITE LLC, as Grantor

By: _____
Name: Garry Carneal
Title: President and Chief Executive Officer

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

Very truly yours,

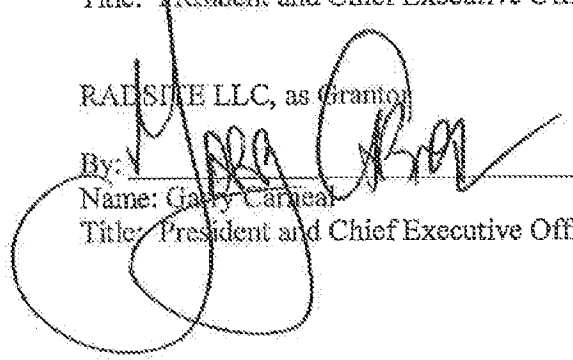
HEALTHHELP, LLC, as Grantor

By: _____
Name: Cherrill Farnsworth
Title: Chief Executive Officer

HEALTHHELP HOLDINGS, LLC, as
Grantor

By: _____
Name: Cherrill Farnsworth
Title: President and Chief Executive Officer

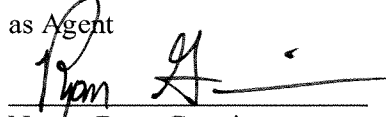
RADSITE LLC, as Grantor

By:  _____
Name: Gaby Carneal
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By:




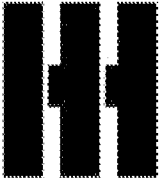
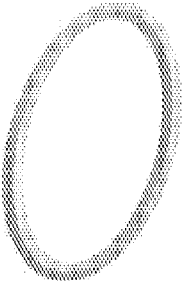
Name: Ryan Guenin

Title: Its Duly Authorized Signatory

SCHEDULE I
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Mark</u>	<u>Registrant</u>	<u>Ser./Reg. No.</u>	<u>File/Reg. Date</u>	<u>Filing Office</u>	<u>Status</u>	<u>Next Deadline</u>
HEALTHHELP	HealthHelp, LLC	2,385,048	9/12/00	US	Registered	Renewal (Section 8&9) due between 9/12/19 and 9/12/20
HealthHelp (Stylized)	HealthHelp, LLC	3,355,866	12/18/07	US	Registered	Use declaration (Section 8&15) due between 12/18/12 and 12/18/13
	HealthHelp, LLC	3,358,951	12/25/07	US	Registered	Use declaration (Section 8&15) due between 12/25/12 and 12/25/13

<u>Mark</u>	<u>Registrant</u>	<u>Ser./Reg. No.</u>	<u>File/Reg. Date</u>	<u>Filing Office</u>	<u>Status</u>	<u>Next Deadline</u>
	HealthHelp, LLC	3,358,948	12/25/07	US	Registered	Use declaration (Section 8&15) due between 12/25/12 and 12/25/13
	HealthHelp, LLC	3,310,120	10/9/07	US	Registered (Supplemental)	Use declaration (Section 8) due between 10/9/12 and 10/9/13

SCHEDULE II
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents

U.S. Patent Applications

<u>Title</u>	<u>Assignee</u>	<u>App./Pat. No.</u>	<u>File/Issue Date</u>	<u>Filing Office</u>	<u>Status</u>	<u>Next Deadline</u>
Method and Apparatus for Providing a Medical Diagnostic Concordance	HealthHelp, LLC	61659172	6/13/12	US	Pending	Non-provisional application due 6/13/13

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