

RECORDATION FORM COVER SHEET TRADEMARKS ONLY	
To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
<b>1. Name of conveying party(ies)/Execution Date(s):</b>  PatientPoint Coordinated Care Solutions, Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other: _____ Citizenship (see guidelines) <u>Delaware</u> Execution Date(s) <u>May 7, 2013</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>FLFC Lending Co.</u> Internal Address: _____ Street Address: <u>599 W. Putnam Avenue</u> City: <u>Greenwich</u> State: <u>Connecticut</u> Country: <u>USA</u> Zip: <u>06830</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other <input type="checkbox"/> Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO  <input type="checkbox"/> Association <input type="checkbox"/> No
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown) SEE SCHEDULE A ANNEXED HERETO	
<b>5. Name address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Susan O'Brien</u>  Internal Address: <u>CT Lien Solutions</u>  Street Address: <u>187 Wolf Road, Suite 101</u>  City: <u>Albany</u>  State: <u>NY</u> Zip: <u>12205</u>  Phone Number: <u>800-342-3676</u>  Fax Number: <u>800-962-7049</u>  Email Address: <u>cls-udsalbany@wolterskluwer.com</u>	<b>6. Total number of applications and registrations involved:</b> <u>3</u>  <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$50.00</b> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed
<b>9. Signature:</b> _____  Signature _____  Name of Person Signing <u>Robert J. Gonnello</u>	<b>8. Payment Information:</b> a. Credit Card Last 4 Numbers <u>1868</u> Expiration Date <u>06/15</u> b. Deposit Account Number _____ Authorized User Name: _____  Date <u>5/9/13</u> Total number of pages including cover sheet, attachments, and document. <u>3</u>

Documents to be recorded (including cover sheet) should be faxed to (703) 308-8995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE A**  
**TO**  
**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

**SCHEDULE A**

**Registered Trademarks**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
GREATWATER SOFTWARE (word mark)	U.S. Trademark Reg. No. 3906198	January 18, 2011	
PATIENT.COMPASS	U.S. Trademark Reg. No. 4317091	April 9, 2013	

**U.S. Pending Applications**

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
HEALTHSYNC (word mark)	85515348	January 12, 2012

Security Agreement

Trademarks

WHEREAS, PATIENTPOINT COORDINATED CARE SOLUTIONS, INC., a Delaware corporation (herein referred to as "**Debtor**"), has adopted, used and is using, and is the owner of the entire right, title, and interest in and to, the trademarks and service marks listed in Schedule A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in Schedule B attached hereto and made a part hereof (collectively, the "**Trademarks**");

WHEREAS, Debtor is obligated to FLFC LENDING CO., a Delaware corporation (herein referred to as "**Lender**"), and has entered into an Intellectual Property Security Agreement dated the date hereof (the "**IP Agreement**") in favor of Lender;

WHEREAS, pursuant to the IP Agreement, Debtor has granted to Lender a security interest in, and mortgage on, all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the IP Agreement (the "**Collateral**"), to secure the payment, performance and observance of the Obligations, as defined in the IP Agreement; and

WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the IP Agreement, and is intended to supplement the IP Agreement and evidence and perfect Lender's security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Lender a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the IP Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

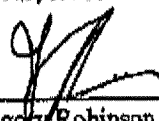
Lender's address is 599 W. Putnam Avenue, Greenwich, CT 06830.

Date: May 7, 2013

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the day and year first written above.


**PATIENTPOINT COORDINATED CARE SOLUTIONS, INC.**

By:   
Name: Gregory Robinson  
Title: Secretary and Treasurer

STATE OF Ohio :  
                                  : ss.  
COUNTY OF Hamilton :

Before me, a notary public, in and for the State and County aforesaid, on this 2<sup>nd</sup> day of May, 2013, personally appeared Gregory Robinson, who acknowledged himself to be the Secretary and Treasurer of PatientPoint Coordinated Care Solutions, Inc., who having first executed the foregoing instrument in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him on the purposes herein stated and intending to be legally bound thereby, intending for the same to be effective as of the 2<sup>nd</sup> day of May, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

TERRIA PHILLIPS  
Notary Public, State of Ohio  
My Commission Expires 06-08-2016

SCHEDULE A

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SCHEDULE B

U.S. Common Law Trademarks/Service Marks

Medication Management/Medication Reconciliation Manager/Medication Adherence Manager

Medication Adherence Manager

Scripter/Rx

Charge Capture

Manager/Administration

Physician Mobile Charge Capture

Billing Services Manager

Wellness Program Manager

Real-time Adjudication Manager

Check-out Manager

Check-in

Check-in/Check-out on iPad

360° Care Coordination Technology Suite

360° Care Coordination Services Platform

Care Profile/Clinical Summary Messaging to Physicians

Data Analytics

Patient Engagement Manager

Care Manager

MRA Optimizer

Compliance Manager

Conversion Manager

Clinical Decision Support Manager (Provider/Member)

Healthsync (trademark application was rejected based on existing registration)

Patient360

Engagement to Outcomes

PatientSense

PatientPulse

PatientPoint360

Common Law Trade Names

None.