

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
NHS WCS, LLC		05/15/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Bank, as Agent
Street Address:	5404 Wisconsin Avenue, 2nd Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	Industrial Bank: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2652452	AUTOMINDER
Registration Number:	3493468	
Registration Number:	2376589	
Registration Number:	3430503	WOUND CARE STRATEGIES
Registration Number:	2674351	WOUND CARE STRATEGIES
Registration Number:	3064584	WOUNDCARESTRAATEGIES.COM
Registration Number:	3203052	CLINICAL BRANDING
Registration Number:	2949948	TRIASSESS.COM
Registration Number:	2400668	TRIASSESS
Registration Number:	2402027	WOUNDOGRAPHY

CORRESPONDENCE DATA

Fax Number: 3125774565

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

via US Mail.

Phone: 312-577-8265
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:	330119-259
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	05/16/2013

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 15, 2013, is made by NHS WCS, LLC, a Delaware limited liability company (the "Grantor"), in favor of CapitalSource Bank, as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 15, 2013 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "Credit Agreement"), by and among Net Health Systems, Inc., a Pennsylvania corporation ("Borrower"), the other Credit Parties party thereto, Agent, CapitalSource Bank, as Lead Arranger, Syndication Agent and Documentation Agent, and the Lenders from time to time parties thereto, (i) the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein and (ii) the Grantor has agreed, pursuant to the Credit Agreement, to guarantee the Secured Obligations (as defined in the Security Agreement referenced below); and

WHEREAS, the Grantor is party to a Security Agreement of even date herewith in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with 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. The 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, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Lender Parties, and grants to Agent for the benefit of the Lender Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all Trademark Licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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 Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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 Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This 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 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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,

NHS WCS, LLC, a Delaware limited liability company, as Grantor

By: 

Name: Patrick Rooney

Title: Chief Financial Officer and Treasurer

Trademark Security Agreement

TRADEMARK
REEL: 005028 FRAME: 0893

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Trademark	Jurisdiction	Serial #	Filing Date	Registration #	Registration Date
NHS WCS, LLC	AutoMinder	United States	76/081,134	June 30, 2000	2,652,452	Nov. 19, 2002
NHS WCS, LLC	[Design with three curved arrows]	United States	77/172,345	May 3, 2007	3,493,468	Aug. 26, 2008
NHS WCS, LLC	[Design with two curved arrows]	United States	75/519,944	July 16, 1998	2,376,589	Aug. 15, 2000
NHS WCS, LLC	Wound Care Strategies	United States	77/275,253	Sept. 10, 2007	3,430,503	May 20, 2008
NHS WCS, LLC	Wound Care Strategies	United States	76/317,390	Sept. 26, 2001	2,674,351	Jan. 14, 2003
NHS WCS, LLC	woundcarestrategies.com	United States	78/226,402	Mar. 17, 2003	3,064,584	Feb. 28, 2006
NHS WCS, LLC	Clinical Branding	United States	78/554,459	Jan. 26, 2005	3,203,052	Jan. 23, 2007
NHS WCS, LLC	TriAssess.com	United States	78/226,491	Mar. 17, 2003	2,949,948	May 10, 2005
NHS WCS, LLC	TriAssess	United States	75/531,784	Aug. 5, 1998	2,400,668	Oct. 31, 2000
NHS WCS, LLC	Woundography	United States	75/853,161	Nov. 19, 1999	2,402,027	Nov. 7, 2000

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.