

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
Cardon Healthcare Network, LLC		05/22/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Fifth Third Bank, as Administrative Agent
Street Address:	424 Church Street
Internal Address:	Suite 500
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37219
Entity Type:	CORPORATION: OHIO

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3189255	CARDON HEALTHCARE NETWORK, INC.
Registration Number:	3946645	OUTREACH SERVICES REVENUE CYCLISTS
Registration Number:	3328518	OPTIMA ONLINE PATIENT TRACKING AND INFOR
Registration Number:	4323180	CARDON OUTREACH

**CORRESPONDENCE DATA**

Fax Number: 6157420410  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 615-742-7760  
 Email: trademarks@bassberry.com  
 Correspondent Name: Robert L. Brewer and Martha B. Allard  
 Address Line 1: 150 3rd Avenue South  
 Address Line 2: Suite 2800  
 Address Line 4: Nashville, TENNESSEE 37201

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ATTORNEY DOCKET NUMBER:	102106-192
NAME OF SUBMITTER:	Martha B. Allard
Signature:	/Martha B. Allard/
Date:	05/24/2013
Total Attachments: 4 source=5-22-2013 TM security agr#page1.tif source=5-22-2013 TM security agr#page2.tif source=5-22-2013 TM security agr#page3.tif source=5-22-2013 TM security agr#page4.tif	

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of May 22, 2013 by and between CARDON HEALTHCARE NETWORK, LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at 4185 Technology Forest Blvd., Suite 200, The Woodlands, Texas 77381, and FIFTH THIRD BANK, as Administrative Agent (the "Administrative Agent"), with offices at 424 Church Street, Suite 500 Nashville, Tennessee 37219 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of the date hereof, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among, Grantor, Cardon Healthcare Holdings, LLC, a Delaware limited liability company ("Holdings"), the Lenders party thereto and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Guarantee and Collateral Agreement dated as of the date hereof by and among the Grantor, the Subsidiary Guarantors (as defined in the Credit Agreement) party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each trademark, trade name, corporate name, company name, business name, fictitious business name, trade style, service mark, logo and other source or business identifier, included in the Collateral, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A (collectively, "Trademarks"),

(ii) all renewals or extensions of the foregoing, and

(iii) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or other impairment thereof or (ii) injury to the goodwill associated with any Trademark.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CARDON HEALTHCARE NETWORK, LLC,  
as Grantor

By: *BSh*  
Name: Brian Shure  
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF Montgomery

I, Teresa Baldwin, a Notary Public for said County and State, do hereby certify that Brian Shure personally appeared before me this day and stated that (s)he is CEO of CARDON HEALTHCARE NETWORK, LLC and acknowledged, on behalf of Cardon Healthcare Network, LLC the due execution of the foregoing instrument.

Witness my hand and official seal, this 21 day of May, 2013

Teresa Baldwin  
Notary Public

My commission expires:

March 28 2016



[Signature Pages Continue]

Agreed and Accepted as of the  
date first written above.

FIFTH THIRD BANK,  
as Administrative Agent

By: John Teuly  
Name: John Teuly  
Title: Vice President

**Schedule A**

**Trademarks**

<b>Registered Owner</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Mark</b>
Cardon Healthcare Network, LLC	3,189,255	26-December-2006	Cardon Healthcare Network, Inc.
Cardon Healthcare Network, LLC	3,946,645	19-April-2011	Outreach Services Revenue Cyclists
Cardon Healthcare Network, LLC	3,328,518	06-November-2007	Optima Online Patient Tracking and Information Management Application
Cardon Healthcare Network, LLC	4,323,180	23-April-2013	Cardon Outreach

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