

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
EnovateIT, LLC		07/09/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	424 Church Street		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3846205	ENOVATE	
Registration Number:	3987365	CART CARE	
Serial Number:	77747459	ENOVATE MEDICAL	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4106209		

NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	07/10/2013
Total Attachments: 4 source=3421508#page1.tif source=3421508#page2.tif source=3421508#page3.tif source=3421508#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of July 9, 2013 is executed and delivered by EnovateIT, LLC a Delaware limited liability company (“**Grantor**”), in favor of FIFTH THIRD BANK, in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, “**Administrative Agent**”) for Secured Parties under the Amended and Restated Guaranty, Pledge and Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Amended and Restated Guaranty, Pledge and Security Agreement.

RECITALS:

WHEREAS, Grantor has adopted, used and is using the Trademarks set forth on Annex 1 hereto (collectively, the “**Registered Trademarks**”);

WHEREAS, Grantor has executed and delivered in favor of Administrative Agent for the benefit of the Secured Parties that certain Amended and Restated Guaranty, Pledge and Security Agreement dated as of July 9, 2013 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “**Guaranty, Pledge and Security Agreement**”); and

WHEREAS, pursuant to the Guaranty, Pledge and Security Agreement, Grantor has granted to Administrative Agent for the benefit of the Secured Parties a security interest in, among other things, all right, title and interest of Grantor in and to each of the Registered Trademarks to secure the prompt and complete payment, performance and observance of all Grantor’s Secured Obligations;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:.

1. *Incorporation of Guaranty, Pledge and Security Agreement.* The Guaranty, Pledge and Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto.

2. *Grant and Reaffirmation of Grant of Security Interests.* To secure the prompt and complete payment, performance and observance of all Grantor’s Secured Obligations, Grantor hereby grants to Administrative Agent for the benefit of the Secured Parties (and hereby ratifies, confirms and reaffirms its grant pursuant to the Guaranty, Pledge and Security Agreement of) a continuing security interest in all of the following property and interests in property of Grantor, whether now owned and existing or hereafter acquired or arising:

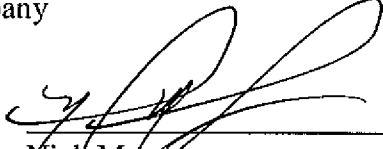
(a) all of the Registered Trademarks, all recordings and registrations thereof and applications therefor, all renewals and extensions thereof, all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby; and

(b) all proceeds of the foregoing, including, without limitation, all general intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to the Registered Trademarks.

Remainder of Page Intentionally Left Blank
- Signature Page(s) Follow -

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

ENOVATEIT, LLC, a Delaware limited liability company

By: 
Name: Nick Mendez
Title: Chief Executive Officer

ANNEX 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Trademarks

U.S. Trademarks

MARK	SERIAL NO.	FILED	REG. NO.	REG. DATE	STATUS
ENOVATE	77747362	5/29/09	3846205	9/7/10	Registered
CART CARE	85063900	1/16/10	3987365	6/28/11	Registered
ENOVATE MEDICAL	77747459	5/29/09			Abandoned 8/9/10