

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MX USA, Inc		07/31/2013	CORPORATION: DELAWARE
Rely Radiology Holdings, LLC		07/31/2013	LIMITED LIABILITY COMPANY: DELAWARE
TridentUSA Mobile Clinical Services, LLC		07/31/2013	LIMITED LIABILITY COMPANY: DELAWARE
FCT Hospice, LLC		07/31/2013	LIMITED LIABILITY COMPANY: DELAWARE
Logical Evolution, LLC		07/31/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	580 Crosspoint Parkway
City:	Getzville
State/Country:	NEW YORK
Postal Code:	14068
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2988874	LOGICAL EVOLUTION
Registration Number:	3971125	TRIDENTUSA HEALTH SERVICES
Registration Number:	3962379	TRIDENTUSA HEALTH SERVICES
Registration Number:	4118196	MOBILEXUSA
Registration Number:	4127862	RELY RADIOLOGY
Registration Number:	3600845	ON-SIGHT
Registration Number:	3600846	ON-SIGHT SENIOR CARE
Registration Number:	1536948	EYE AMERICA

OP \$315.00 2988874

Registration Number:	4133567	LIFE CHOICE
Registration Number:	3681916	CARING FOR PEOPLE BY CARING ABOUT THEM
Registration Number:	3418934	SOL AMOR HOSPICE
Registration Number:	3418932	SOLAMOR

CORRESPONDENCE DATA

Fax Number:

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

Phone: 212-701-3569

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Doris Ka, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel, LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Doris Ka
Signature:	/Marina Kelly Thomson Reuters/
Date:	08/02/2013

Total Attachments: 9

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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.

1. Name of conveying party(ies):

Logical Evolution, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company - California
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 31, 2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citibank, N.A.

Street Address: 580 Crosspoint Parkway

City: Getzville

State: NY

Country: USA Zip: 14068

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s) _____

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 35891.211

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka
Signature

August 1, 2013
Date

Doris Ka, Legal Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Additional Conveying Parties

	Entity	Address	Type of Entity	Jurisdiction
1.	MX USA, Inc.	101 Rock Rd., Horsham, PA 19044	Corporation	Delaware
2.	Rely Radiology Holdings, LLC	1620 NW Blvd Coeur d'Alene, ID 83814	Limited Liability Company	Delaware
3.	TridentUSA Mobile Clinical Services, LLC	930 Ridgebrook Road, 3 rd Floor, Sparks, MD 21152	Limited Liability Company	Delaware
4.	FCT Hospice, LLC	3820 Mansell Road, Suite 280, Alpharetta, GA 30022	Limited Liability Company	Delaware

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated July 31, 2013, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Citibank, N.A., as Administrative Agent (as defined in the Credit Agreement referred to below).

Reference is made to (i) the First Lien Credit Agreement, dated as of July 31, 2013 (as amended, restated, amended and restated, refinanced, replaced, extended, supplemented and/or otherwise modified from time to time, the “*Credit Agreement*”), by and among New Trident Holdcorp, Inc., a Delaware corporation (“*Trident Borrower*” and, in its capacity as Borrower Representative, the “*Borrower Representative*”), Trident Clinical Services Holdings, Inc., a Delaware corporation (“*Clinical Services Borrower*”), and FCT Hospice, LLC, a Delaware limited liability company (“*FCT Borrower*” and, collectively with Trident Borrower and Clinical Services Borrower, the “*Borrowers*” and, each, individually, a “*Borrower*”), Holdings, the Lenders party thereto from time to time and Citibank, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, (ii) each Secured Hedge Agreement and (iii) each Secured Cash Management Agreement. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain one or more Secured Cash Management Agreements, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or such Secured Cash Management Agreements, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Secured Cash Management Agreements, each Grantor has executed and delivered that certain First Lien Security Agreement dated as of July 31, 2013, made by the Grantors to the Administrative Agent (as amended, amended and restated, replaced, supplemented and/or otherwise modified from time to time, the “*Security Agreement*”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Termination. Upon the termination of the Security Agreement in accordance with Section 7.12 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 7. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 8. Intercreditor Agreement. Reference is made to the First Lien/Second Lien Intercreditor Agreement, dated as of July 31, 2013 (as amended, restated, amended and restated, replaced, supplemented and/or otherwise modified from time to time, the "***First Lien/Second Lien Intercreditor Agreement***"), among Citibank, N.A., as the First Lien Credit Agreement Administrative Agent (as defined in the First Lien/Second Lien Intercreditor Agreement) for the First Lien Credit Agreement Secured Parties referred to therein, Citibank, N.A., as the Second Lien Credit Agreement Administrative Agent (as defined in the First Lien/Second Lien Intercreditor Agreement) for the Second Lien Credit Agreement Secured Parties referred to therein, and the Grantors party thereto. Notwithstanding any other provision contained herein, this Trademark Security Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the First Lien/Second Lien Intercreditor Agreement and any other Intercreditor Agreement entered into in accordance with the terms of the Credit Agreement. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement, on the one hand, and the First

Lien/Second Lien Intercreditor Agreement or any other applicable Intercreditor Agreement, on the other hand, the provisions of the First Lien/Second Lien Intercreditor Agreement or such other Intercreditor Agreement, as applicable, shall control.

SECTION 9. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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

FCT HOSPICE, LLC, Grantor

By: 
Name: Christina Firth
Title: Manager

LOGICAL EVOLUTION, LLC, Grantor

By: _____
Name: John Lanier
Title: Chief Financial Officer

MX USA, Grantor

By: _____
Name: John Lanier
Title: Chief Financial Officer

RELY RADIOLOGY HOLDINGS, LLC,
Grantor

By: _____
Name: John Lanier
Title: Chief Financial Officer

TRIDENTUSA MOBILE CLINICAL
SERVICES, LLC, Grantor

By: _____
Name: John Lanier
Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement]

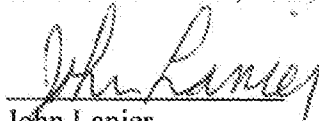
TRADEMARK
REEL: 005084 FRAME: 0383

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

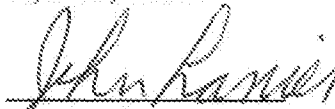
FCT HOSPICE, LLC, Grantor

By: _____
Name:
Title:

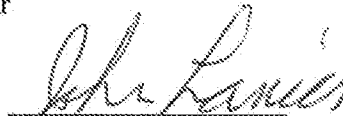
LOGICAL EVOLUTION, LLC, Grantor

By: 
Name: John Lanier
Title: Chief Financial Officer

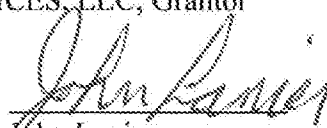
MX USA, INC., Grantor

By: 
Name: John Lanier
Title: Chief Financial Officer

RELY RADIOLOGY HOLDINGS, LLC,
Grantor

By: 
Name: John Lanier
Title: Chief Financial Officer

TRIDENTUSA MOBILE CLINICAL
SERVICES, LLC, Grantor

By: 
Name: John Lanier
Title: Chief Financial Officer

CITIBANK, N.A. as Administrative Agent

By: 

Name: Mark Villanueva


Title: Vice President

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK

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SCHEDULE A

<u>GRANTOR</u>	<u>MARK</u>	<u>SERIAL/REG. NO.</u>	<u>APP./REG. DATE</u>
Logical Evolution, LLC	"LOGICAL EVOLUTION"	2,988,874	8/30/2005
MX USA, Inc.	"TRIDENTUSA HEALTH SERVICES"	3,971,125	5/31/2011
MX USA, Inc.	"TRIDENTUSA HEALTH SERVICES" and Design: 	3,962,379	5/17/2011
MX USA, Inc.	MOBILEXUSA	4,118,196	3/27/2012
Rely Radiology Holdings, LLC	"RELY RADIOLOGY"	4,127,862	4/17/2012
TridentUSA Mobile Clinical Services, LLC	ON-SIGHT	3600845	4/7/2009
TridentUSA Mobile Clinical Services, LLC	ON-SIGHT SENIOR CARE	3600846	4/7/2009
TridentUSA Mobile Clinical Services, LLC	EYE AMERICA	1536948	4/25/1989
FCT Hospice, LLC	Life Choice	4133567	5/1/2012
FCT Hospice, LLC	"Caring for People by Caring about Them"	3681916	9/15/2009
FCT Hospice, LLC	SolAmor Hospice	3418934	4/29/2008
FCT Hospice, LLC	SolAmor	3418932	4/29/2008