

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
	Community Care Health Network, Inc.		10/29/2013
	Ascender Software, Inc.		10/29/2013
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	2863217	MATRIX MEDICAL NETWORK
	Registration Number:	3614750	ASCENDER
CORRESPONDENCE DATA			
Fax Number:	3125585700		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312 558-6352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	80034-1441		

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NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	10/30/2013
Total Attachments: 7 source=CCNTrademark Security Agreement (2)#page1.tif source=CCNTrademark Security Agreement (2)#page2.tif source=CCNTrademark Security Agreement (2)#page3.tif source=CCNTrademark Security Agreement (2)#page4.tif source=CCNTrademark Security Agreement (2)#page5.tif source=CCNTrademark Security Agreement (2)#page6.tif source=CCNTrademark Security Agreement (2)#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 29, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of October 29, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Guarantor Subsidiaries, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement, dated as of October 29, 2013, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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 IP 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 PAGES FOLLOW]

IN WITNESS WHEREOF, each 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,
COMMUNITY CARE HEALTH NETWORK, INC.,

as Grantor

By: _____

Name: Bart Witteveen

Title: Chief Financial Officer

ASCENDER SOFTWARE, INC.,

as Grantor

By: _____

Name: Bart Witteveen

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005142 FRAME: 0215

IN WITNESS WHEREOF, each 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,
COMMUNITY CARE HEALTH NETWORK, INC.,
as Grantor
By: _____
Name:
Title:

ASCENDER SOFTWARE, INC.,
as Grantor
By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent
By: Andrew Moore
Name: Andrew Moore
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

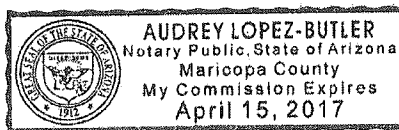
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ACKNOWLEDGMENT OF GRANTOR

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

On this 25 day of October, 2013 before me personally appeared Bart Witteveen, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Community Care Health Network, Inc. and Ascender Software, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Audrey Lopez-Butler
Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

A. REGISTERED TRADEMARKS

Trademark	Country	Status	Record Owner	App. No.	App. Date	Reg. No.	Reg. Date
MATRIX MEDICAL NETWORK	U.S. Federal	REGISTERED	COMMUNITY CARE HEALTH NETWORK, INC.	76342013	27-Nov-01	2863217	13-Jul-04
ASCENDER	U.S. Federal	REGISTERED	ASCENDER SOFTWARE, LLC	77422015	14-Mar-08	3614750	5-May-09

B. TRADEMARK APPLICATIONS

None.

C. IP LICENSES

The Company has a non-exclusive license agreement in place with all of the affiliated physician practices by which practices can use the trade name Matrix Medical Network. Such license agreements have been entered into with the following entities:

- Matrix Medical Network of Arkansas, PA
- Regional Physician Services of California, P.C.
- Regional Physician Services Connecticut, P.C.
- Regional Physician Services of Idaho, P.C.
- Regional Physician Services of Illinois, P.C.
- Matrix Medical Network of Indiana, P.C.
- Matrix Medical Network of Kansas, P.A.
- Regional Physician Services of Massachusetts, P.C.
- Matrix Medical Network of Michigan, P.C.
- Regional Physician Services of Minnesota, P.C.
- Mission Medical Group, P.A. (MS)
- Matrix Medical Network of New Jersey, P. C.
- Matrix Medical of New York, PC
- Regional Physician Services, P.C. (NY)
- Matrix Medical Network of North Carolina, PC
- Regional Physician Services of Ohio, Professional Corporation
- Regional Physician Services Pennsylvania, P.C.
- Regional Physician Services Rhode Island, P.C.

- Regional Physician Services South Carolina, P.C.
- Matrix Medical Network of Tennessee, P.C.
- Regional Physician Services of Texas, P.A.
- Matrix Medical Network of West Virginia PC
- Matrix Medical Network of Wisconsin, S.C.

NY:1590364.3

RECORDED: 10/30/2013

TRADEMARK
REEL: 005142 FRAME: 0219