

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
PatientPoint Network Solutions, LLC		10/31/2013	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	201 MERRITT 7
City:	NORWALK
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3799364	HEALTHY ADVICE
Registration Number:	3799382	HEALTHY ADVICE
Registration Number:	3291028	HEALTHY ADVICE
Registration Number:	3302585	HEALTHY ADVICE
Registration Number:	3906197	PATIENTPOINT
Registration Number:	3906659	PATIENT POINT
Registration Number:	3799546	PRACTICEWIRE
Registration Number:	3893056	SMART CHOICES. SIMPLE STEPS.
Registration Number:	3893057	SMART CHOICES. SIMPLE STEPS.
Registration Number:	3291029	TURN WAITING TIME INTO LEARNING TIME
Serial Number:	85905603	PATIENTPOINT
Serial Number:	85905204	PATIENTPOINT
Serial Number:	85905635	PATIENTPOINT
Serial Number:	85905889	PATIENTPOINT

TRADEMARK

CH \$390.00 3799364

Serial Number:

85905863

PATIENTPOINT

CORRESPONDENCE DATA

Fax Number: 2149813400

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

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

20607-30750

NAME OF SUBMITTER:

Dusan Clark

Signature:

/Dusan Clark/

Date:

11/04/2013

Total Attachments: 7

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EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2013, is made by PATIENTPOINT NETWORK SOLUTIONS, LLC (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 31, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Grantor, PatientPoint Hospital Solutions, LLC ("PPHS" and, together with Grantor, collectively, the "Borrowers"), Holdings, 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 Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is 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 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 Borrowers thereunder, Grantor hereby agrees with 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. 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 Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to 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 Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to 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 Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of 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. Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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. Termination. Upon satisfaction of the conditions set forth in 10.10(b)(iii) of the Credit Agreement, the Administrative Agent, at the request and the expense of the Grantor, shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 6. 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 7. 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.

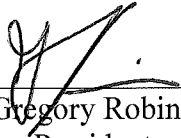
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Copyright Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PATIENTPOINT NETWORK SOLUTIONS, LLC,
as Grantor

By:


Name: Gregory Robinson
Title: Vice President and Treasurer

*Signature Page to Copyright Security Agreement
(PatientPoint)*

TRADEMARK
REEL: 005145 FRAME: 0342

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: Nirmal B. Bivek
Name: Nirmal B. Bivek
Title: Duly Authorized Signatory



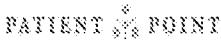
*Signature Page to Trademark Security Agreement
(PatientPoint)*

TRADEMARK
REEL: 005145 FRAME: 0343

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT



Trademark Registrations


1. REGISTERED TRADEMARKS

Country	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
U.S.	HEALTHY ADVICE	Serial No. 77/852,050 Reg. No. 3,799,364	Filing Date 10/19/2009 Reg. Date 6/8/2010	PPNS	Registered
U.S.	HEALTHY ADVICE	Serial No. 77/852,258 Reg. No. 3,799,382	Filing Date 10/19/2009 Reg. Date 6/8/2010	PPNS	Registered
U.S.		Serial No. 78/960,743 Reg. No. 3,291,028	Filing Date 8/25/2006 Reg. Date 9/11/2007	PPNS	Registered
U.S.		Serial No. 78/960,716 Reg. No. 3,302,585	Filing Date 8/25/2006 Reg. Date 10/2/2007	PPNS	Registered
U.S.	PATIENTPOINT	Serial No. 77/696,214 Reg. No. 3,906,197	Filing Date 3/20/2009 Reg. Date 1/18/2011	PPNS	Registered
U.S.		Serial No. 77/927,119 Reg. No. 3,906,659	Filing Date 2/3/2010 Reg. Date 1/18/2011	PPNS	Registered
U.S.	PRACTICEWIRE	Serial No. 77/895,091 Reg. No. 3,799,546	Filing Date 12/16/2009 Reg. Date 6/8/2010	PPNS	Registered

Country	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
U.S.	SMART CHOICES. SIMPLE STEPS.	Serial No. 85/018,009 Reg. No. 3,893,056	Filing Date 4/20/2010 Reg. Date 12/21/2010	PPNS	Registered
U.S.	SMART CHOICES. SIMPLE STEPS.	Serial No. 85/018,017 Reg. No. 3,893,057	Filing Date 4/20/2010 Reg. Date 12/21/2010	PPNS	Registered
U.S.	TURN WAITING TIME INTO LEARNING TIME	Serial No. 78/960,773 Reg. No. 3,291,029	Filing Date 8/25/2006 Reg. Date 9/11/2007	PPNS	Registered

2. TRADEMARK APPLICATIONS

U.S.	PATIENTPOINT	Serial No. 85/905603 Reg. No.	Filing Date 4/16/2013	PPNS	Published for opposition 09/24/2013
U.S.	PATIENTPOINT	Serial No. 85/905204 Reg. No.	Filing Date 4/16/2013	PPNS	Published for opposition 09/24/2013
U.S.	PatientPoint 	Serial No. 85/905635 Reg. No.	Filing Date 4/16/2013	PPNS	Published for opposition 09/24/2013
U.S.	PatientPoint 	Serial No. 85/905889 Reg. No.	Filing Date 4/16/2013	PPNS	Published for opposition 09/17/2013

U.S.	PatientPoint 	Serial No. 85/905863 Reg. No.	Filing Date 4/16/2013	PPNS	Published for opposition 09/17/2013
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3. IP LICENSES

None.