

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
AccessOne MedCard, Inc.		11/19/2013	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Regions Bank, as Agent		
Street Address:	6805 Morrison Blvd.		
Internal Address:	Suite 100		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28211		
Entity Type:	Alabama bank: ALABAMA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1796060	ACCESSIONE	
Registration Number:	4216304	A O ACCESSIONE MEDCARD	
Registration Number:	4339214	ACCESSIONE ACCESSABILITY	
Serial Number:	85282722	ACCESSIONE MEDCARD	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-420-5527		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri, Paralegal		
Address Line 1:	285 Peachtree Center Avenue		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	3717-173		

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NAME OF SUBMITTER:	Kathleen O. Curry
Signature:	/KOC/
Date:	11/20/2013
Total Attachments: 5 source=AccessOne#page1.tif source=AccessOne#page2.tif source=AccessOne#page3.tif source=AccessOne#page4.tif source=AccessOne#page5.tif	

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made this 19th day of November, 2013, between **REGIONS BANK**, an Alabama bank having an office at 6805 Morrison Blvd., Suite 100, Charlotte, North Carolina 28211, in its capacity as agent (together with its successors and assigns in such capacity, "Agent") for various financial institutions ("Lenders"), and **ACCESSONE MEDCARD, INC.**, a North Carolina corporation having its principal place of business at 580 Kingsley Park Drive, Fort Mill, South Carolina 29715 (the "Company").

Recitals:

The Company and Agent have entered into that certain Trademark Security Agreement dated November 19, 2010 as recorded in the United States Patent and Trademark Office (the "USPTO") on December 16, 2010, at Reel No. 004423, Frame 00560 (as from time to time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"). The Company and Agent desire to enter into this Amendment in order to, among other things, amend Exhibit A to the Trademark Security Agreement to include the trademarks and trademark applications listed on Exhibit A-1 attached hereto as provided below.

Pursuant to Section 6 of the Trademark Security Agreement, the Company is obligated to give notice to Agent whenever the Company obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application, and Agent is entitled to modify the Trademark Security Agreement by amending Exhibit A thereto to include the new trademarks or applications therefor.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Trademark Security Agreement or, as applicable, the Credit Agreement referred to therein. All references to the "Credit Agreement" in the Trademark Security Agreement and in this Amendment shall be deemed to be references to that certain Amended and Restated Credit and Security Agreement dated on or about the date hereof among the Company, Agent and Lenders (as the same may be amended, restated, supplemented or otherwise modified from time to time). In addition, Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of trademarks and trademark applications thereon those trademarks and trademark applications listed on Exhibit A-1 attached hereto. Agent is hereby authorized to attach a copy of Exhibit A-1 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so amended and supplemented, or this Amendment, with the USPTO, at the Company's expense.

2. To secure the prompt payment and performance of all of the Obligations, the Company hereby grants, collaterally assigns and pledges to Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (collectively, the "Additional Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, listed on Exhibit A-1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark

registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Additional Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Additional Trademarks; and

(c) all proceeds of the foregoing.

Notwithstanding the foregoing, the Additional Trademark Collateral shall not include any intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein to Agent would impair the validity or enforceability of such intent-to-use trademark application or the trademark that is the subject of such application under federal law;

3. The Company represents, warrants, covenants and agrees that:

(a) Each of the Additional Trademarks is valid and enforceable;

(b) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Additional Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to the Trademark Security Agreement), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons, except Permitted Liens; and

(c) Except for Additional Trademarks abandoned by the Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), the Company has used, and will continue to use for the duration of the Trademark Security Agreement, proper statutory notice in connection with its use of the registered Additional Trademarks, including, without limitation, filing an affidavit of use with the USPTO for each registered Additional Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

4. The Company agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby. Except as otherwise expressly provided in this Amendment, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This Amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

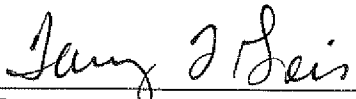
5. This Amendment shall be effective upon execution by the Company and acceptance by Agent (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of North Carolina. This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank;
signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal on the day and year first written above.

ATTEST:

ACCESSONE MEDCARD, INC.



Tammy T. Geis, Secretary

By: 

Russell A. Salton, III, M.D., President

[CORPORATE SEAL]

[Signatures continued on following page.]

Accepted:

REGIONS BANK,
as Agent

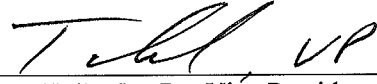
By: 
Thomas W. Buda, Jr., Vice President

EXHIBIT A

Trademarks and Trademark Applications

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration (Serial) Number</u>	<u>Registration (Filing) Date</u>
ACESSONE	AccessOne MedCard, Inc.	Registered	1,796,060	September 28, 1993
A O ACCESSONE MEDCARD	AccessOne MedCard, Inc.	Registered	4,216,304	October 2, 2012
ACCESSONE ACCESSABILITY	AccessOne MedCard, Inc.	Registered	4,339,214	May 21, 2013
ACCESSONE MEDCARD	AccessOne MedCard, Inc.	Pending	(85/282,722)	(March 31, 2013)