

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------|--|------------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | First Lien Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| 3iCorp.com, LLC | | 11/27/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| MSC Group, Inc. | | 11/27/2013 | CORPORATION: DELAWARE |
| One Call Medical, Inc. | | 11/27/2013 | CORPORATION: NEW JERSEY |
| TechHealth, Inc. | | 11/27/2013 | CORPORATION: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as collateral agent | | |
| Street Address: | Mail Code: TX1-492-14-06 901 Main Street, 14th Floor | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75202 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 22 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3990117 | REAL RISK. REAL SOLUTIONS. | |
| Registration Number: | 3990116 | REAL RISK. REAL SOLUTIONS. | |
| Registration Number: | 2933244 | SINGLE POINT OF CONTACT | |
| Registration Number: | 2963337 | 3I | |
| Registration Number: | 2741669 | ANY LANGUAGE, ANY WHERE, ANY TIME! | |
| Registration Number: | 4432955 | MSC CARE BLUEPRINT | |
| Registration Number: | 4432954 | MSC CARETRACK | |
| Registration Number: | 4276576 | MSC CARESYNC+ | |
| Registration Number: | 2873412 | PROVIDING A BETTER CHOICE | |
| Registration Number: | 3243252 | MSC COMP PROCESSING SERVICES | |

| | | |
|----------------------|---------|--|
| Registration Number: | 3794080 | MSC |
| Registration Number: | 3678818 | MSC CARE MANAGEMENT |
| Registration Number: | 3986252 | O OPTIMAL CARE TRANSPORTATION & TRANSLAT |
| Registration Number: | 3677700 | WE'RE ON IT |
| Registration Number: | 4062290 | MSC EQUIPMENT & DEVICE MANAGEMENT |
| Registration Number: | 4058664 | MSC CATASTROPHIC & HOME HEALTH SERVICES |
| Registration Number: | 4429914 | OC ONECALLCARE MANAGEMENT |
| Registration Number: | 4390898 | EASYREFERRAL |
| Registration Number: | 4262112 | EZ-AUTH |
| Registration Number: | 3073001 | ONE CALL MEDICAL INC. |
| Registration Number: | 2073376 | ONE CALL MEDICAL |
| Registration Number: | 4275100 | TECHHEALTH |

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: c/o Cahill Gordon & Reindel LLP

Address Line 2: 80 Pine Street

Address Line 4: New York, NEW YORK 10005

| | |
|--------------------|--------------------|
| NAME OF SUBMITTER: | Elaine Carrera |
| Signature: | /Michael Barys TR/ |
| Date: | 12/02/2013 |

Total Attachments: 11

source=First Lien Trademark Security Agreement (EXECUTED)#page1.tif
source=First Lien Trademark Security Agreement (EXECUTED)#page2.tif
source=First Lien Trademark Security Agreement (EXECUTED)#page3.tif
source=First Lien Trademark Security Agreement (EXECUTED)#page4.tif
source=First Lien Trademark Security Agreement (EXECUTED)#page5.tif
source=First Lien Trademark Security Agreement (EXECUTED)#page6.tif
source=First Lien Trademark Security Agreement (EXECUTED)#page7.tif
source=First Lien Trademark Security Agreement (EXECUTED)#page8.tif
source=First Lien Trademark Security Agreement (EXECUTED)#page9.tif
source=First Lien Trademark Security Agreement (EXECUTED)#page10.tif
source=First Lien Trademark Security Agreement (EXECUTED)#page11.tif

**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):

1. 3iCorp.com, LLC
2. MSC Group, Inc.
3. One Call Medical, Inc.
4. TechHealth, Inc.

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____

☒ Other 1. LLC-DE 2. Corp.-DE 3. Corp.-NJ 4. Corp.-FL

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) November 27, 2013

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other First Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Bank of America, N.A., as collateral agent

Mail Code: TX1-492-14-06

Street Address: 901 Main Street, 14th Floor

City: Dallas

State: TX

Country: USA Zip: 75202

☐ Individual(s) Citizenship _____

☒ Association Citizenship USA

☐ Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☐ Corporation Citizenship _____

☐ Other _____ Citizenship _____

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 _____

See Schedule A

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: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

22

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:

Elaine Carrera
Signature

November 27, 2013

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

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

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 November 27, 2013, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of BANK OF AMERICA, N.A. ("Bank of America"), as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, CORAL PARENT, INC., a Delaware corporation ("Holdings"), OPAL ACQUISITION, INC., a Delaware corporation (the "Borrower"), Bank of America, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the First Lien Credit Agreement dated as of November 27, 2013 (the "Closing Date") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable 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 United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the Trademarks (as defined in the Security Agreement) that are registered or for which applications are pending, in each case, in the United States Patent and Trademark Office and as set forth in **Schedule A** hereto (excluding, for clarity, any Excluded ITU Application) (collectively, the "Trademark Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or

otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the authorized parties at such office record this Trademark Security Agreement.

SECTION 4. 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 5. Grants, Rights and Remedies. 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 Collateral 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 of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Grantor Assumption Agreement. The parties hereto hereby agree that immediately upon OC Medical Holdings, Inc., MCP-MSC Acquisition, Inc. and MSC Group, Inc. (collectively, the “Other Grantors”) executing and delivering the signature pages to the attached post-acquisition certification in the form of **Exhibit A** hereto (the “Post-Acquisition Certification”) to the Administrative Agent on the Closing Date after consummation of the Acquisition, without further act or deed, (a) the Other Grantors shall assume all of the same Obligations and rights of the Grantors under this Agreement and the other Loan Documents (such assumption, the “IP Grantor Assumption”), (b) the Other Grantors shall become a party to this Agreement as the “Grantors” with the same force and effect as if originally named herein as

a Grantor and, without limiting the generality of the foregoing, hereby expressly assume all obligations and liabilities of the Grantors hereunder, (c) the Other Grantors shall be bound by all of the terms and provisions of this Agreement, which are incorporated herein by reference as fully as though set forth herein verbatim, (d) each reference to a "Grantor" or the "Grantors" in this Agreement and in any other Loan Document shall be deemed to mean the Grantors and the Other Grantors, collectively and (e) the Other Grantors shall grant the Collateral Agent, for the benefit of the Secured Parties, a security interest in all its rights, title and interest in the Trademark Collateral, whether now owned or hereafter acquired and wherever located, to secure the Obligations pursuant to this Agreement. Notwithstanding anything in the Loan Documents to the contrary, the Grantor Assumption is consented and agreed to in all respects by all parties hereto and shall be immediately and automatically effective upon the Other Grantors executing and delivering the signature pages to the attached Post-Acquisition Certification to the Administrative Agent on the Closing Date after the consummation of the Acquisition.

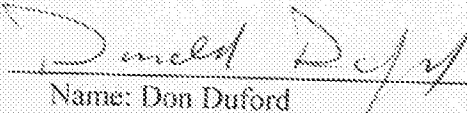
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

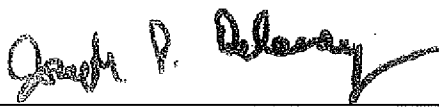
ONE CALL MEDICAL, INC.

MSC GROUP, INC.

as Initial Grantors

By: 
Name: Don Duford
Title: Executive Chairman

TECHHEALTH, INC.
3ICORP.COM, LLC

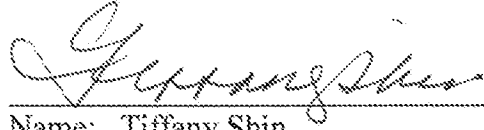
By: 

Name: Joseph Delaney

Title: Chief Executive Officer

BANK OF AMERICA, N.A.,
as Collateral Agent

By:



Name: Tiffany Shin

Title: Assistant Vice President

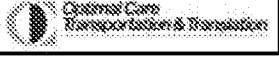


SCHEDULE A

Owner: 3iCorp.com, LLC

| Trademark No. | Registration Date | Mark |
|---------------|-------------------|------------------------------------|
| 3990117 | 07/05/2011 | REAL RISK. REAL SOLUTIONS. |
| 3990116 | 07/05/2011 | REAL RISK. REAL SOLUTIONS. |
| 2933244 | 03/15/2005 | SINGLE POINT OF CONTACT |
| 2963337 | 06/21/2005 | 3I |
| 2741669 | 07/29/2003 | ANY LANGUAGE, ANY WHERE, ANY TIME! |

Owner: MSC Group, Inc.

| Trademark No. | Registration Date | Trademark |
|---------------|-------------------|--|
| 4432955 | 11/12/2013 | MSC CARE BLUEPRINT |
| 4432954 | 11/12/2013 | MSC CARETRACK |
| 4276576 | 1/15/2013 | MSC CARESYNC+ |
| 2873412 | 8/17/2004 | PROVIDING A BETTER CHOICE |
| 3243252 | 5/22/2007 | MSC COMP PROCESSING SERVICES |
| 3794080 | 5/25/2010 |  (MSC) |
| 3678818 | 9/8/2009 |  (MSC CARE MANAGEMENT) |

| | | |
|---------|------------|--|
| 3986252 | 6/28/2011 |  (OPTIMAL CARE TRANSPORTATION & TRANSLATION) |
| 3677700 | 9/1/2009 | WE'RE ON IT |
| 4062290 | 11/29/2011 |  MSC EQUIPMENT & DEVICE MANAGEMENT) |
| 4058664 | 11/22/2011 |  (MSC CATASTROPHIC & HOME HEALTH SERVICES) |

Owner: One Call Medical, Inc.

| Trademark No. | Registration Date | Mark |
|---------------|-------------------|-------------------------------|
| 4429914 | 11/05/2013 | OC ONECALLCARE MANAGEMENT |
| 4390898 | 8/27/2013 | EASYREFERRAL |
| 4262112 | 12/18/2012 | EZ-AUTH |
| 3073001 | 3/28/2006 | ONE CALL MEDICAL (and Design) |
| 2073376 | 6/24/1997 | ONE CALL MEDICAL |

Owner: TechHealth, Inc.

| Trademark No. | Registration Date | Mark |
|---------------|-------------------|------------|
| 4275100 | 1/15/2013 | TECHHEALTH |

EXHIBIT A
TO THE TRADEMARK SECURITY AGREEMENT

FORM OF
POST-ACQUISITION CERTIFICATION

Date: November 27, 2013

To: BANK OF AMERICA, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to (a) that certain First Lien Guaranty, dated as of the date hereof, among Coral Parent, Inc., a Delaware corporation ("Holdings"), certain Subsidiaries of Holdings from time to time party thereto and Bank of America, N.A. ("Bank of America"), as Collateral Agent (the "Guaranty"), (b) that certain First Lien Security Agreement, dated as of the date hereof, among Holdings, Opal Acquisition, Inc., a Delaware corporation (the "Borrower"), certain Subsidiaries of the Borrower from time to time party thereto and Bank of America, as Collateral Agent (the "Security Agreement"), (c) that certain Trademark Security Agreement, dated as of the date hereof, among 3iCorp.com, LLC, MSC Group, Inc. ("MSC"), One Call Medical, Inc., TechHealth, Inc. and Bank of America, as Collateral Agent (the "Trademark Security Agreement") and (d) that certain Acknowledgment to the Intercreditor Agreement, dated as of the date hereof, by Holdings, the Borrower, and the Guarantors from time to time party thereto (the "Acknowledgment to the Intercreditor Agreement"). Capitalized terms used herein and not defined herein shall have the meaning ascribed to such terms in the Guaranty, Security Agreement, Trademark Security Agreement or Acknowledgment to the Intercreditor Agreement, as applicable.

Each of the undersigned hereby (i) verifies that the Acquisition has been consummated, (ii) agrees to the Guarantor Assumption and the other terms and provisions set forth in the Guaranty, (iii) agrees to the Grantor Assumption and the other terms and provisions set forth in the Security Agreement and (iv) agrees to the Acknowledgment Assumption and the other terms and provisions set forth in the Acknowledgment to the Intercreditor Agreement and to the transactions, terms and provisions otherwise set forth in the other Loan Documents to which it is a party, as applicable. Furthermore, MSC hereby agrees to the IP Grantor Assumption and the other terms and provisions set forth in the IP Security Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Post-Acquisition Certification as of the date first above written.

OC MEDICAL HOLDINGS, INC.

MSC GROUP, INC.

MCP-MSC ACQUISITION, INC.

By: _____
Name:
Title: