

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second 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:	12/03/2013

#### Total Attachments: 11

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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):

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 Second 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 Second 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 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.

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.

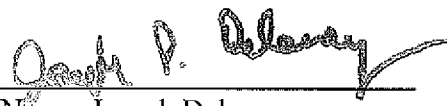
[Signature Pages Follow]

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: Donald Duford  
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

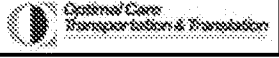


**Owner: 3iCorp.com, LLC**

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!

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**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)

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**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

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**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 Second 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 Second 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 Second Lien 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: