

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
Adheris, LLC		12/05/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CITIBANK, N.A.
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3591238	PATIENTLINK CONSUMER HEALTH MEDIA
Registration Number:	3694006	EPATIENTLINK
Registration Number:	3944366	ADHERENCE REWARDS
Registration Number:	3792515	DYNAMIC ADHERENCE
Registration Number:	4188125	ENGAGING INSIGHTS. HEALTHIER OUTCOMES.
Registration Number:	4100261	HEALTH & WELLNESS CONSUMER JOURNEY
Registration Number:	4078238	HEALTH CONSUMER JOURNEY
Registration Number:	2232893	HEALTH RESOURCE
Registration Number:	3805054	INTEGRATED ADHERENCE
Registration Number:	4299221	MEMBERLINK
Registration Number:	2664875	NUTRIENT NEWS
Registration Number:	3639480	NUTRIENT NEWS
Registration Number:	4079503	PATIENT JOURNEY
Registration Number:	3924183	PATIENT LINK

**TRADEMARK**

Registration Number:	3532406	PATIENTLINK
Registration Number:	3484922	PATIENTLINKIQ
Registration Number:	3944365	PATIENTLINKMC
Registration Number:	2624986	PHARMAWARE
Registration Number:	4208118	PRESCRIBER CENTRIC TARGETING
Registration Number:	4299175	PRESCRIBERLINK

**CORRESPONDENCE DATA**

Fax Number: 2127352000  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: (212) 735-3000  
Email: jselle@skadden.com  
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP  
Address Line 1: Four Times Square  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	525360/1509
NAME OF SUBMITTER:	elaine d. ziff
Signature:	/eziff/
Date:	12/17/2013

**Total Attachments: 7**  
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Trademark Security Agreement

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**TRADEMARK SECURITY AGREEMENT**

dated as of

**December 5, 2013**

Among

**THE GRANTORS IDENTIFIED HEREIN**

And

**CITIBANK, N.A.,  
as Administrative Agent**

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**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO CITIBANK, N.A., AS ADMINISTRATIVE AGENT, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER, ARE SUBJECT TO THE PROVISIONS OF THE ABL INTERCREDITOR AGREEMENT DATED AS OF AUGUST 16, 2013 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “ABL INTERCREDITOR AGREEMENT”), AMONG THE ADMINISTRATIVE AGENT, AS ABL AGENT, CITIBANK, N.A., AS CREDIT AGREEMENT AGENT, WILMINGTON TRUST, NATIONAL ASSOCIATION, AS NOTES AGENT, EACH ADDITIONAL FIRST LIEN AGENT (AS DEFINED IN THE ABL INTERCREDITOR AGREEMENT) FROM TIME TO TIME PARTY THERETO AND THE GRANTORS (AS DEFINED IN THE ABL INTERCREDITOR AGREEMENT) FROM TIME TO TIME PARTY THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE ABL INTERCREDITOR AGREEMENT AND THE TERMS OF THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE ABL INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.**

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 5, 2013, by the Grantor listed on the signature page hereto (the “**Grantor**”), in favor of CITIBANK, N.A., in its capacity as administrative agent for the Secured Parties (in such capacity, the “**Administrative Agent**”).

### W I T N E S S E T H :

WHEREAS, the Grantor is party to a Security Agreement, dated as of August 16, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. The 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 Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon all of the Secured Obligations (other than (x) (i) Cash Management Obligations and (ii) Secured Obligations under Secured Hedge Agreements not yet due and payable, and (y) contingent obligations not yet accrued and payable) having been paid in full, all Letters of Credit having been Cash Collateralized or otherwise back-stopped (including by “grandfathering” into any future credit facilities), in

each case, on terms reasonably satisfactory to the relevant L/C Issuer in its reasonable discretion, or having expired or having been terminated, and the Aggregate Commitments having expired or having been terminated and the termination of the Security Agreement, the Administrative Agent shall, at the expense of the Grantor, 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 Trademarks under this Trademark Security Agreement.

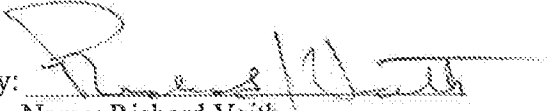
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic transmission (including via emailed pdf or similar file) of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as an original executed counterpart of this Trademark Security Agreement.

SECTION 6. ABL Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Administrative Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Administrative Agent hereunder, are subject to the provisions of the ABL Intercreditor Agreement dated as of August 16, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "ABL Intercreditor Agreement"), among the Administrative Agent, as ABL Agent, Citibank, N.A., as Credit Agreement Agent, Wilmington Trust, National Association, as Notes Agent, each Additional First Lien Agent (as defined in the ABL Intercreditor Agreement) from time to time party thereto and the Grantors (as defined in the ABL Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

[Signature pages follow.]

IN WITNESS WHEREOF, the 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.

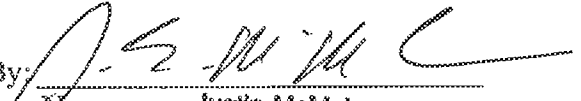
ADHERIS, LLC

By:   
Name: Richard Veith  
Title: Vice President and Treasurer

[Signature Page to the ABL Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005174 FRAME: 0914**


CITIBANK, N.A.,  
as Administrative Agent

By:   
Name: Justin McMahan  
Title: Vice President

[Signature Page to the ABL Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005174 FRAME: 0915**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND USE APPLICATIONS**

Registered Owner	Country	Mark/Name	Ser./App. No.	Filing Date	Reg. Date	Reg. No.
Adheris, LLC	US		SN:78-556609	January 31,2005	March 17,2009	RN:3,591,238
Adheris, LLC	US	ePatientLink	SN:77-606190	November 3,2008	October 6,2009	RN:3,694,006
Adheris, LLC	US	ADHERENCE REWARDS	SN:85-159754	October 23,2010	April 12,2011	RN:3,944,366
Adheris, LLC	US	DYNAMIC ADHERENCE	SN:77-801053	August 10,2009	May 25,2010	RN:3,792,515
Adheris, LLC	US	ENGAGING INSIGHTS. HEALTHIER OUTCOMES.	SN:85-438271	October 3,2011	August 7,2012	RN:4,188,125
Adheris, LLC	US	HEALTH & WELLNESS CONSUMER JOURNEY	SN:85-306708	April 27,2011	February 14,2012	RN:4,100,261
Adheris, LLC	US	HEALTH CONSUMER JOURNEY	SN:85-289701	April 7,2011	December 27,2011	RN:4,078,238
Adheris, LLC	US	HEALTH RESOURCE	SN:75-305906	June 10, 1997	March 16,1999	RN:2,232,893
Adheris, LLC	US	INTEGRATED ADHERENCE	SN:77-801049	August 10,2009	June 15,2010	RN:3,805,054
Adheris, LLC	US	MEMBERLINK	SN:85-532129	February 2,2012	March 5,2013	4,299,221
Adheris, LLC	US	NUTRIENT NEWS	SN:78-056214	April 2,2001	December 17,2002	RN:2,664,875
Adheris, LLC	US	NUTRIENT NEWS	SN:77-630478	December 10,2008	June 16,2009	RN:3,639,480
Adheris, LLC	US	PATIENT JOURNEY	SN:85-289700	April 7,2011	January 3,2012	RN:4,079,503
Adheris, LLC	US	PATIENT LINK	SN:78-521772	November 23,2004	February 22,2011	RN:3,924,183
Adheris, LLC	US	PATIENTLINK	SN:78-532228	December 14,2004	November 11,2008	RN:3,532,406
Adheris, LLC	US	PATIENTLINKIQ	SN:78-733205	October 14,2005	August 12,2008	RN:3,484,922
Adheris, LLC	US	PATIENTLINKMC	SN:85-159753	October 23,2010	April 12,2011	RN:3,944,365



Registered Owner	Country	Mark/Name	Ser./App. No.	Filing Date	Reg. Date	Reg. No.
Adheris, LLC	US	PHARMAWARE	SN:78-026983	September 21,2000	September 24,2002	RN:2,624,986
Adheris, LLC	US	PRESCRIBER CENTRIC TARGETING	SN:85-642360	June 4,2012	September 11,2012	RN:4,208,118
Adheris, LLC	US	PRESCRIBERLINK	SN:85-511835	January 9,2012	March 5,2013	4,299,175
Adheris, LLC	US	PATIENT JOURNEY	SN:85-289700	April 7,2011	January 3,2012	RN:4,079,503
Adheris, LLC	US	PATIENT LINK	SN:78-521772	November 23,2004	February 22,2011	RN:3,924,183
Adheris, LLC	US	PATIENTLINK	SN:78-532228	December 14,2004	November 11,2008	RN:3,532,406
Adheris, LLC	US	PATIENTLINKIQ	SN:78-733205	October 14,2005	August 12,2008	RN:3,484,922
Adheris, LLC	US	PATIENTLINKMC	SN:85-159753	October 23,2010	April 12,2011	RN:3,944,365
Adheris, LLC	US	PHARMAWARE	SN:78-026983	September 21,2000	September 24,2002	RN:2,624,986
Adheris, LLC	US	PRESCRIBER CENTRIC TARGETING	SN:85-642360	June 4,2012	September 11,2012	RN:4,208,118
Adheris, LLC	US	PRESCRIBERLINK	SN:85-511835	January 9,2012	March 5,2013	4,299,175