

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
PHYMED MANAGEMENT LLC		12/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Fifth Third Bank, as Administrative Agent		
Street Address:	Fifth Third Center, 38 Fountain Square Plaza		
Internal Address:	MD109047		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	4231391	PHYMED	
Serial Number:	86098120	PHYMED HEALTHCARE GROUP	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	3125774688		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Carole Dobbins		
Signature:	/Carole Dobbins/		

CH \$65.00 4231391

Date:

12/19/2013

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of December 19, 2013 is executed and delivered by PHYMED MANAGEMENT LLC, a Delaware limited liability company (“**Grantor**”), in favor of FIFTH THIRD BANK, in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, “**Administrative Agent**”) for Secured Parties under the Guaranty, Pledge and Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty, Pledge and Security Agreement.

### RECITALS:

WHEREAS, Grantor has adopted, used and is using the Trademarks set forth on Annex 1 hereto (collectively, the “**Trademarks**”);

WHEREAS, Grantor has executed and delivered in favor of Administrative Agent for the benefit of the Secured Parties that certain Guaranty, Pledge and Security Agreement dated as of July 12, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “**Guaranty, Pledge and Security Agreement**”); and

WHEREAS, pursuant to the Guaranty, Pledge and Security Agreement, Grantor has granted to Administrative Agent for the benefit of the Secured Parties a security interest in, among other things, all right, title and interest of Grantor in and to each of the Trademarks to secure the prompt and complete payment, performance and observance of all Grantor’s Secured Obligations;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:.

1. *Incorporation of Guaranty, Pledge and Security Agreement.* The Guaranty, Pledge and Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto. In the event of any conflict between any provision of the Guaranty, Pledge and Security Agreement and any provision of this Agreement, the provisions of the Guaranty, Pledge and Security Agreement shall control.

2. *Grant and Reaffirmation of Grant of Security Interests.* To secure the prompt and complete payment, performance and observance of all Grantor’s Secured Obligations, Grantor hereby grants to Administrative Agent for the benefit of the Secured Parties (and hereby ratifies, confirms and reaffirms its grant pursuant to the Guaranty, Pledge and Security Agreement of) a continuing security interest in all of the following property and interests in property of Grantor, whether now owned and existing or hereafter acquired or arising:

(a) all of the Trademarks, all recordings and registrations thereof and applications therefor, all renewals and extensions thereof, all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby; and


(b) all proceeds of the foregoing, including, without limitation, all general intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to the Trademarks.

3. *Governing Law.* This Agreement is made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

**PHYMED MANAGEMENT LLC**, a  
Delaware limited liability company

By:   
Name: Robert A. Martin  
Title: President

ANNEX 1  
TO  
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
PHYMED	4,231,391	10/23/12	U.S.

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
PHYMED HEALTHCARE GROUP	86/098,120	10/22/13	U.S.