

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
Alliance Health Networks, LLC		01/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	299 South Main Street		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3524559	ALLIANCE HEALTH	
CORRESPONDENCE DATA			
Fax Number:	8017995700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8017995800		
Email:	klanderson@HOLLANDHART.COM		
Correspondent Name:	Rebecca H. Held		
Address Line 1:	222 South Main Street, Suite 2200		
Address Line 4:	Salt Lake City, UTAH 84101		
ATTORNEY DOCKET NUMBER:	38522.0130		
NAME OF SUBMITTER:	Rebecca H. Held		
Signature:	/Rebecca H. Held/		

CH \$40.00 3524559

Date:

02/13/2014

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") is dated effective as of January 1, 2014 by and between **ALLIANCE HEALTH NETWORKS, LLC**, a Delaware limited liability company (the "Grantor"), having its chief executive office at 9883 South 500 West, Sandy, Utah 84070, and **WELLS FARGO BANK, NATIONAL ASSOCIATION** (the "Secured Party") pursuant to the terms of that certain Second Amended and Restated Third Party Security Agreement All Assets dated as of December [23], 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantor, the other Owners as defined therein and Security Party. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark; and
- (iii) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed by facsimile, .PDF images or other electronic means.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

ALLIANCE HEALTH NETWORKS, LLC

By: _____

Name: Jeffrey C. Smith

Title: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE

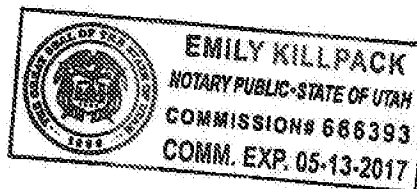
I, Emily Killpack, a Notary Public for said County and State, do hereby certify that Jeffrey C. Smith personally appeared before me this day and stated that he is the Chief Executive Officer of Alliance Health Networks, LLC and acknowledged, on behalf of Alliance Health Networks, LLC, the due execution of the foregoing instrument.

Witness my hand and official seal, this 17 day of January 2014.

Emily Killpack
Notary Public

My commission expires:

5/13/17



[Trademark Security Agreement – Alliance Health Networks, LLC]

TRADEMARK
REEL: 005216 FRAME: 0325

Agreed and Accepted as of the as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Secured Party

By: 
Name: Kevin Dowdle
Title: Sr. Relationship Manager, Vice President

[Trademark Security Agreement - Alliance Health Networks, LLC]

Schedule A to Trademark Security Agreement

TRADEMARKS

Mark	Serial / Registration Number	Filing / Registration Date	Country
ALLIANCE HEALTH	3524559	October 28, 2008	U.S.