

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308545

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Naveos Holdings LLC		05/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
DSH Mgmt Systems, LLC		05/29/2014	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	Merion Investment Partners II, L.P.		
Street Address:	555 East Lancaster Ave., Suite 500		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4296512	NAVEOS	
CORRESPONDENCE DATA			
Fax Number:	2159814750		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215.981.4194		
Email:	kennedyp@pepperlaw.com, jensenc@pepperlaw.com, catalanot@pepperlaw.com		
Correspondent Name:	Paul J. Kennedy c/o Pepper Hamilton LLP		
Address Line 1:	3000 Two Logan Square		
Address Line 2:	18th and Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	132769.11		
NAME OF SUBMITTER:	Paul J. Kennedy		
SIGNATURE:	/Paul J. Kennedy/		
DATE SIGNED:	06/24/2014		
Total Attachments: 15			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is dated as of May 29, 2014 by and between **NAVEOS HOLDINGS LLC**, a Delaware limited liability company (herein referred to as the “**Naveos**”), **DSH MGMT SYSTEMS, LLC**, a Virginia limited liability company (together with Bancroft, individually and jointly, the “**Assignor**”), and **MERION INVESTMENT PARTNERS II, L.P.**, a Delaware limited partnership (the “**Assignee**”).

BACKGROUND

A. Pursuant to that certain Senior Subordinated Loan Agreement dated of even date herewith between Assignor and Assignee (such agreement as heretofore or hereafter amended, modified or restated, being referred to herein as the “**Loan Agreement**”), Assignee agreed to extend certain credit facilities to Assignor subject to the terms and conditions thereof.

B. The Loan Agreement provides, *inter alia*, that Assignor will grant to Assignee a security interest in all of Assignor’s assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the Collateral Documents (collectively, the “**Loan Documents**”) the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. All obligations of Assignor to Assignee, whether now or hereafter owing or existing, including without limitation all obligations hereunder, under the Loan Agreement, the Loan Documents and the Note, and the payment, performance and discharge of all other obligations or undertakings now or hereafter made by or for the benefit of Assignor to or for the benefit of Assignee, under this Agreement or under any other agreement, promissory note or undertaking now existing or hereafter entered into by Assignor with or to Assignee, including any guaranty or surety obligations of any Assignor owed to Assignee, are sometimes hereinafter referred to collectively as the “**Obligations**”.

2. **Security Interests.**

2.1 **Security Interest (Patents, Copyrights and Licenses).** To secure the complete and timely payment and satisfaction of all Obligations, Assignor hereby grants, mortgages and pledges to Assignee and grant to Assignee a security interest in, as and by way of a lien and security interest having priority over all other security interests, all of Assignor’s right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in **Section 2.2** below, the “**Collateral**”):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit “A”**, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the “**Patents**”);

(b) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit “C”** attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the “**Copyrights**”); and

(c) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit “D”** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses, to the extent assignable (all of the foregoing is hereinafter referred to collectively as the “**Licenses**”).

2.2 Security Interest (Trademarks). To secure the complete and timely payment and satisfaction of all Obligations, Assignor hereby mortgages and pledges to Assignee and grants to Assignee a security interest in, as and by way of a lien and security interest having priority over all other security interests with power of sale, to the extent permitted by law, all of Assignor’s right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in **Section 2.1** above, the “**Collateral**”):

(a) servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks, tradenames, registrations and applications

listed on **Exhibit “B”**, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, tradenames and applications together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”).

3. **Restrictions on Future Agreements.** Assignor agrees that until all Obligations shall have been satisfied in full and the Loan Documents shall have been terminated, Assignor will not, without Assignee’s prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor’s obligations under this Agreement or the Loan Documents, and Assignor further agrees that they will not take any action, or permit any action to be taken by others, subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Agreement.

4. **New Patents, Trademarks, and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits “A”, “B”, “C” and “D”**, respectively, constitute all of the patents, trademarks, registered copyrights, applications and licenses, now owned by Assignor. If, before all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Article 2** above shall automatically apply thereto and Assignor shall give to Assignee notice thereof as required by the Loan Agreement. Assignor hereby authorizes Assignee to modify this Agreement by amending **Exhibit “A”, “B”, “C” and/or “D”**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Article 2** above or under this **Section 4**. Assignor hereby agrees to provide to Assignee such assignment or other documentation as Assignee may reasonably request to record Assignee’s lien on such future Patents, Trademarks, Copyrights or Licenses.

5. **Term.** The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Obligations have been paid in full and the Loan Agreement is terminated.

6. **Royalties; Term.** Assignor hereby agrees that, upon and after the occurrence of an Event of Default, Assignee’s right to use all Patents, Trademarks, Copyrights and Licenses as described herein shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights

and Licenses assigned hereunder, or (ii) the date on which all Obligations have been paid in full and the Loan Agreement is terminated.

7. **Assignee's Right to Inspect.** Assignee shall have the right as set forth and limited by the Loan Agreement to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes, and Assignor shall reimburse Assignee for its expenses in connection with such inspection as set forth in the Loan Agreement. Assignor agrees not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee or except as permitted under the Loan Agreement.

8. **Termination.** This Agreement is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor a termination of Assignee's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

9. **Duties of Assignor.** Subject to the provisions of the Loan Agreement, Assignor shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreement is terminated, and (ii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights ("**IP Duties**"), subject to the right of Assignor to abandon or fail to maintain any registered Copyright, Trademark or Patent (or any application for registration of same) that it reasonably determines has no material value to its business and would not reasonably be expected to have a Material Adverse Effect. Any expenses incurred in connection with such applications shall be borne by the Assignor. Subject to the provisions of the Loan Agreement, Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright ("**Abandonment**") without the consent of the Assignee, which consent shall not be unreasonably withheld.

10. **Event of Default.** Upon the occurrence of an Event of Default and during the continuation thereof, Assignee may, without further notice to or consent of Assignor, immediately execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Assignee by Assignor of all rights, title and interest of Assignor in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Upon the occurrence of an Event of Default and during the continuation thereof, Assignor hereby authorizes and agrees that Assignee may, through the power of attorney granted in **Section 14** hereof, irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Assignee or any other person or entity selected by Assignee.

11. **Assignee's Right to Sue.** Upon the occurrence of an Event of Default and during the continuation thereof, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and/or Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this Section.

12. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

15. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse Assignor's names on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (ii) following an Event of Default and during the continuation thereof take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) following an Event of Default and during the continuation thereof, grant or issue any exclusive or non-exclusive license under any Patent or Trademark to anyone, including Assignee, and/or (iv) following an Event of Default and during the continuation thereof, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4**. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law, and the rights and remedies of a secured party under the

Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located, all under and subject to the provisions of applicable law.

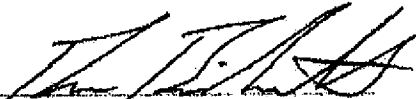
16. **Binding Effect; Benefits.** This Agreement shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

[signature pages to Patents, Trademarks, Copyrights, and Licenses Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

NAVEOS HOLDINGS LLC

By: 
Drew Brinkwater, President

DSH MGMT SYSTEMS, LLC

By: _____
Robert Conica, President
Chief Executive Officer

ACKNOWLEDGED AND AGREED:

MERION INVESTMENT PARTNERS II, L.P.

By: Merion Financial Partners H. L.P.
Its General Partner

By: Merion Fund Management II, LLC
Its General Partner

By: _____
_____, Member

Signature Page to Intellectual Property Security Agreement

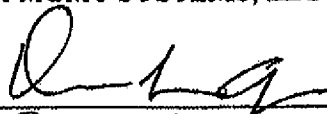

[signature pages to Patents, Trademarks, Copyrights, and Licenses Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

NAVEOS HOLDINGS LLC

By: _____,
_____, President

DSH MGMT SYSTEMS, LLC

By: 
ROBERT GRIETUS, ~~President~~
CHIEF EXECUTIVE OFFICER 

ACKNOWLEDGED AND AGREED:

MERION INVESTMENT PARTNERS II, L.P.

By: Merion Financial Partners II, L.P.
Its General Partner

By: Merion Fund Management II, LLC
Its General Partner

By: _____,
_____, Member

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005308 FRAME: 0323

[signature pages to Patents, Trademarks, Copyrights, and Licenses Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

NAVEOS HOLDINGS LLC

By: _____
_____, President

DSH MGMT SYSTEMS, LLC

By: _____
_____, President

ACKNOWLEDGED AND AGREED:

MERION INVESTMENT PARTNERS II, L.P.

By: Merion Financial Partners II, L.P.
Its General Partner

By: Merion Fund Management II, LLC
Its General Partner

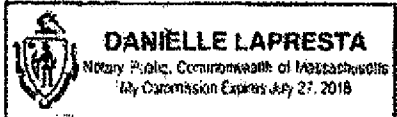
By: William M. Means
_____, Member

ACKNOWLEDGMENT

STATE OF Massachusetts :
 : ss
COUNTY OF Suffolk :

On this 29 day of May, 2014, before me, a Notary Public, personally appeared Drew Brinkoetter, who acknowledged himself to be the duly acting President of Naveos Holdings LLC, and that he as such officer, being duly authorized to do so, executed the foregoing Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such officer on behalf of such Assignor.

[Signature]
Notary Public
My Commission Expires: July 27, 2018



STATE OF :
 : ss
COUNTY OF :

On this _____ day of _____, 2014, before me, a Notary Public, personally appeared _____, who acknowledged himself to be the duly acting _____ of DSH MGMT Systems, LLC, and that he as such officer, being duly authorized to do so, executed the foregoing Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such officer on behalf of such Assignor.

Notary Public
My Commission Expires:

ACKNOWLEDGMENT

STATE OF *VIRGINIA*

:
: **SS**
:

COUNTY OF *LOUDOUN*

On this 26 day of May, 2014, before me, a Notary Public, personally appeared Robert Grinius, who acknowledged himself to be the duly acting CEO of DSH MGMT Systems, LLC, and that he as such officer, being duly authorized to do so, executed the foregoing Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such officer on behalf of such Assignor.

LISA MARTIN
Notary Public
Commonwealth of Virginia
My Commission Expires April 30, 2016
Commission ID# 7530829

Lisa Martin

Notary Public
My Commission Expires: 4/30/2016

STATE OF

:
: **SS**
:

COUNTY OF

On this ____ day of _____, 2014, before me, a Notary Public, personally appeared _____, who acknowledged himself to be the duly acting _____ of DSH MGMT Systems, LLC, and that he as such officer, being duly authorized to do so, executed the foregoing Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such officer on behalf of such Assignor.

Notary Public
My Commission Expires:

EXHIBIT "A"
TO
PATENTS, TRADEMARKS,
COPYRIGHTS AND LICENSES SECURITY AGREEMENT

Patents

NONE

EXHIBIT "B"
TO
PATENTS, TRADEMARKS,
COPYRIGHTS AND LICENSES SECURITY AGREEMENT
Trademarks

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFO.
NAVEOS	85/587,852	Registered	4,296,512	2/26/13	DSH MGMT SYSTEMS LLC

Unregistered Trademarks

MDSS
COMPASS
SSIRM
SSI Ratio Management
MMM
Medicaid Member Management

EXHIBIT "C"
TO
PATENTS, TRADEMARKS,
COPYRIGHTS AND LICENSES SECURITY AGREEMENT
Copyrights

Software:

- COMPASS™ = Comprehensive Online Member Population Analysis Software System
- MDSS = Medicare Disproportionate Share System

EXHIBIT "D"
TO
PATENTS, TRADEMARKS,
COPYRIGHTS AND LICENSES SECURITY AGREEMENT
Licenses