

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309705

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Key Health Group, Inc.		07/01/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bregal Sagemount I L.P.		
Street Address:	2nd Floor Windward House		
Internal Address:	La Route de la Liberation		
City:	St. Helier Jersey		
State/Country:	NEW YORK		
Postal Code:	JE2 3BQ		
Entity Type:	CORPORATION: CHANNEL ISLANDS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4405894	KEY HEALTH	
Registration Number:	4387031	KEY HEALTH	
Registration Number:	3304249	KEY HEALTH	
Registration Number:	3192669	KEY HEALTH	
Registration Number:	4181737	ACCIDENTMEDS	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	Attn Hayley Smith, Sr. Legal Assistant		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	14363-2 (HS)		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	//Hayley Smith//		
DATE SIGNED:	07/03/2014		

CH \$140.00 4405894

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2014, is made by Key Health Group, Inc., a Delaware corporation (the “Grantor”), in favor of Bregal Sagemount I, L.P., as administrative agent and collateral agent (in such capacity, the “Investor”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Purchase Agreement”), among the Grantor, the Investor and the other parties thereto, the Investor has agreed to purchase certain secured notes from the Borrowers (as defined therein);

WHEREAS, the Grantor has agreed, pursuant to that certain Guarantee and Collateral Agreement of even date herewith in favor of the Investor (the “Guarantee and Collateral Agreement”), to guarantee the Obligations (as defined therein) of the Borrowers; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, and in order to induce the Investor to enter into the Purchase Agreement, the Grantor hereby agrees with the Investor, for the ratable benefit of the Secured Parties, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby assigns, mortgages, pledges and hypothecates to the Investor for the benefit of the Secured Parties, and grants to the Investor, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those listed on Schedule A hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Investor pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Investor with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York applicable to contracts made therein and to be performed entirely therein.

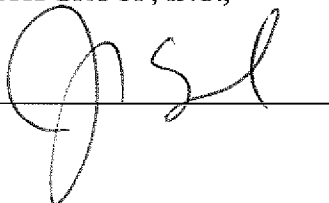
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

KEY HEALTH GROUP, INC.,
as Grantor

By: _____
Name: _____
Title: _____



ACCEPTED AND AGREED
as of the date first above written:

BREGAL SAGEMOUNT I, L.P.,
a Jersey limited partnership, as Investor

For and on behalf of Bregal Sagemount I, L.P.,
acting by its general partner Bregal North
America General Partner Jersey Limited

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each 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.

Very truly yours,

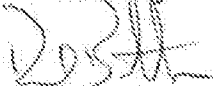
KEY HEALTH GROUP, INC.,
as Grantor

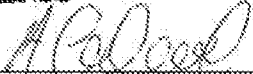
By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

BREGAL SAGEMOUNT I, L.P.,
a Jersey limited partnership, as Investor




For and on behalf of Bregal Sagemount I, L.P.,
acting by its general partner Bregal North
America General Partner Jersey Limited

By: 
Name: PAUL ANDREW BRADSHAW
Title: DIRECTOR

By: 
Name: ANDREW CRAMPOLD
Title: DIRECTOR

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

A. REGISTERED TRADEMARKS

Trademark	Owner	Application Date	Registration Date	Registration Number
KEY HEALTH	Key Health Group, Inc.	10-23-2012	09-24-2013	4,405,894
 KEY HEALTH	Key Health Group, Inc.	10-23-2012	08-20-2013	4,387,031
 KEY HEALTH	Key Health Group, Inc.	12-19-2005	10-2-2007	3,304,249
Key Health	Key Health Group, Inc.	12-20-2005	1-2-2007	3,192,669
 AccidentMeds	Key Health Group, Inc.	02-23-2011	07-31-2013	4,181,737

B. TRADEMARK APPLICATIONS

None.