

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Take Care Health Systems, Inc.		06/25/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent		
Street Address:	150 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3541994	HEALTHY MEASURES	
CORRESPONDENCE DATA			
Fax Number:	3126984597		
<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:	312-849-8206		
Email:	edavenport@mcguirewoods.com		
Correspondent Name:	Stephanie A. Zabela, McGuireWoods LLP		
Address Line 1:	77 West Wacker Drive		
Address Line 2:	Suite 4100		
Address Line 4:	Chicago, ILLINOIS 60601-1818		
ATTORNEY DOCKET NUMBER:	2062758-0016		
NAME OF SUBMITTER:	Stephanie A. Zabela		
SIGNATURE:	/Stephanie A. Zabela/		
DATE SIGNED:	07/09/2014		
Total Attachments: 10			
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PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 25, 2014, by CHS HEALTH SERVICES, LLC, a Delaware limited liability company ("CHS"), TAKE CARE HEALTH SYSTEMS, INC., a Delaware corporation ("TCHS"), TAKE CARE EMPLOYER SOLUTIONS, LLC, a Delaware limited liability company ("TCES" and, together with CHS and TCHS, the "Grantors", and each individually a "Grantor"), in favor of GOLUB CAPITAL LLC, a Delaware limited liability company, as Administrative Agent.

This Agreement refers to (a) a Credit Agreement dated as of June 25, 2014, entered into among the Grantors, the other Loan Parties party thereto, the financial institutions who are or become parties thereto as Lenders, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make certain extensions of credit to the Borrowers; and (b) a Security Agreement dated as of June 25, 2014, entered into among the Grantors, as "Grantors" thereunder, the other Persons who are or become parties thereto as "Grantors" thereunder, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement or the Security Agreement, as applicable.

Pursuant to the terms of the Credit Agreement and the Security Agreement, the Obligations of Borrowers under the Credit Agreement are secured.

Pursuant to the Security Agreement, each Grantor has granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. Pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Security Agreement, each Grantor does hereby grant to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 hereto with respect to such Grantor, together with any reissues, continuations or extensions thereof and all goodwill associated therewith (though excluding 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);
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 hereto with respect to such Grantor, together with all goodwill associated therewith (but in each case only to the extent permitted by the terms of the applicable license, and provided the grant of a security interest in such license would not result in the loss of rights or a create a default thereunder);

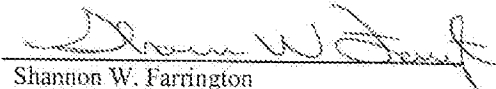
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 hereto (items (1) through (3) being herein collectively referred to as the “Trademark Collateral”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 hereto with respect to such Grantor, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 hereto with respect to such Grantor, together with all goodwill associated therewith (but in each case only to the extent permitted by the terms of the applicable license, and provided the grant of a security interest in such license would not result in the loss of rights or a create a default thereunder); and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 hereto, any patent issued pursuant to a patent application referred to in Schedule 2, and any patent licensed under any patent license listed on Schedule 2 hereto (items (4) through (6) being herein collectively referred to as the “Patent Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement and subject to limitations set forth therein and in the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Security Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.


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IN WITNESS WHEREOF, this Patent and Trademark Security Agreement has been duly executed as of the date first written above.

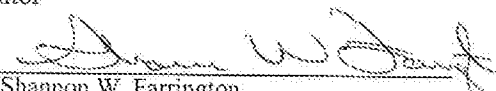
CHS HEALTH SERVICES, LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Shannon W. Farrington
Title: Chief Financial Officer and Secretary


TAKE CARE HEALTH SYSTEMS, INC.,
a Delaware corporation,
as a Grantor

By: 
Name: Shannon W. Farrington
Title: Chief Financial Officer, Assistant Secretary and Treasurer

TAKE CARE EMPLOYER SOLUTIONS, LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Shannon W. Farrington
Title: Chief Financial Officer, Assistant Secretary and Treasurer




GOLUB CAPITAL LLC,
as Administrative Agent

By: 
Name: Robert G. Tuchscherer
Title: Managing Director

SCHEDULE 1


TRADEMARK COLLATERAL

1. The following Trademarks are registered to CHS:

Mark/Name	Owner/Designations	Status/Key Dates	Ser./Reg./ App. No.	Full Goods/Services
<p>CHS</p> 	CHS	<p>Registered November 10, 2009</p> <p>Int'l Class: 35 First Use: 1979 Filed: January 17, 2008 Published: August 25, 2009</p>	<p>SN:77-374131 RN:3,707,373</p>	<p>(Int'l Class: 35) Management and administration of occupational health programs for others</p>
<p>CHS (Stylized)</p> 	CHS	<p>Registered January 8, 2008</p> <p>Int'l Class: 35 First Use: April, 2000 Filed: September 27, 2006 Published: October 23, 2007</p>	<p>SN:77-009082 RN:3,364,253</p>	<p>(Int'l Class: 35) Management and administration of occupational health programs for others</p>
<p>CHS HEALTHYHABITS</p> 	CHS	<p>Registered April 28, 2009</p> <p>Int'l Class: 35, 44 First Use: June 2, 2008 In Commerce: June 12, 2008 Filed: July 23, 2008 Published: February 10, 2009</p>	<p>SN:77-529884 RN:3,611,543</p>	<p>(Int'l Class: 35) Providing assistance, fitness evaluation and consultation to corporate clients to help their employees make health, wellness and nutritional changes in their daily living to increase productivity and lower health care costs (Int'l Class: 44) Providing assistance, fitness evaluation and consultation to individuals to help them make health, wellness and nutritional changes in their daily living to improve health; providing wellness services, namely, personal assessments, personalized routines, maintenance schedules, and</p>

Mark/Name	Owner/Designations	Status/Key Dates	Ser./Reg./App. No.	Full Goods/Services
				counseling; providing assistance, fitness evaluation and consultation to corporate clients to help their employees make health, wellness and nutritional changes in their daily living to improve health; counseling services in the fields of health, nutrition and lifestyle wellness
HYBRIDHEALTH HYBRIDHEALTH	CHS	Registered September 2, 2008 Int'l Class: 44 First Use: November 1, 2006 In Commerce: August 1, 2007 Filed: November 15, 2006 Published: April 17, 2007 Allowed: July 10, 2007	SN:77-044885 RN:3,496,434	(Int'l Class: 44) Health care services; health care services, namely, workforce health programs, onsite health centers, national exams programs, absence management, wellness and health promotion and health and safety programs; physician services; employer-sponsored worksite/onsite health programs, disease management and health care services for employees and employee dependents provided by physicians, nurses, and other health care providers
HYBRIDRX HYBRIDRX	CHS	Registered September 8, 2009 Int'l Class: 44 First Use: June 16, 2008 Filed: May 24, 2007 Published: September 30, 2008 Allowed: December 23, 2008	SN:77-189658 RN:3,680,331	(Int'l Class: 44) Worksite pharmacy services, namely, the dispensing of pharmaceuticals for employees, retirees, and their dependents; medical and health care services, namely, providing worksite physician available to write prescriptions and providing a worksite pharmacist who specializes in onsite disease management and health coaching
OPTIC	CHS	Registered	SN:77-750327	(Int'l Class: 42)

Mark/Name	Owner/Designations	Status/Key Dates	Ser./Reg./App. No.	Full Goods/Services
OPTIC		August 13, 2013 Int'l Class: 42 First Use: January, 2012 Filed: June 2, 2009 Published: July 20, 2010 Allowed: September 14, 2010	RN:4,384,155	Application service provider, namely, providing, hosting, managing, developing, researching, analyzing, reporting, controlling and maintaining applications, software, web sites, and databases for others in the fields of healthcare, healthcare benefits programs, employee productivity, risk management and patient medical information and for administering, monitoring, and analyzing employee health care treatment and benefit programs; the operation of computer platforms consisting of computer hardware and software for hosting, managing, developing, researching, analyzing, reporting, controlling and maintaining applications, software, web sites, and databases for others in the fields of healthcare, benefits programs, employee productivity, risk management and patient medical information and for administering, monitoring, and analyzing employee health care treatment and benefit programs
OPTIC	CHS	Allowed - Intent to Use Statement of Use - Final Refusal Mailed July 9, 2013 Int'l Class: 35, 44 First Use: January, 2012 Filed: June 2, 2009	SN:77-978686	(Int'l Class: 35) Management and administration of occupational health programs for others (Int'l Class: 44) Health care services; health care services, namely, workforce health programs, onsite health centers; employer-

Mark/Name	Owner/Designations	Status/Key Dates	Ser./Reg./ App. No.	Full Goods/Services
		Published: July 27, 2010 Allowed: September 21, 2010		sponsored worksite/on-site health programs; health care services for employees and employee dependents provided by physicians, nurses, and other health care providers; all of the foregoing excluding vision care services
<p>THE TRUSTED CHOICE FOR WORKFORCE HEALTH MANAGEMENT</p> 	CHS	Registered October 21, 2008 Int'l Class: 44 First Use: January 17, 2007 Filed: February 15, 2007 Published: August 5, 2008	SN:77-108613 RN:3,518,887	(Int'l Class: 44) Health care services provided at the workplace, namely, health care, wellness programs, physician services, disease management programs, medical services, and fitness evaluation; workforce health programs provided at the workplace which provide assistance, fitness evaluation and consultation to employees so they may make health, wellness and nutritional changes in their daily living to improve health; onsite health centers in the nature of medical clinics; medical testing services, namely, administering national fitness evaluation tests; health care services, namely, wellness programs that promote participants' health and safety; physician services; employer-sponsored worksite and on-site health programs, namely, wellness programs and medical consultation services; disease management and health care services for employees and employee dependents provided by physicians, nurses, and other health care

Mark/Name	Owner/Designations	Status/Key Dates	Ser./Reg./App. No.	Full Goods/Services
				providers; counseling services in the fields of health, nutrition and lifestyle wellness with a focus on reducing absenteeism from work due to sickness

2. Trademark License Agreement, dated as of the Closing Date, by and between Take Care Health Systems, LLC, as licensor and Take Care Health Systems, Inc., as licensee, providing for the license of the following trademarks:

Mark	Serial No.	Filing Date	Registration No.	Registration Date
TAKE CARE HEALTH SYSTEMS	78508075	29-Oct-2004	4136007	01-May-2012
TAKE CARE EMPLOYER SOLUTIONS	Common Law	NA	NA	NA
TAKE CARE HEALTH EMPLOYER SOLUTIONS	Common Law	NA	NA	NA
TAKE CARE HEALTH	77257066	16-Aug-2007	4135708	01-May-2012
TAKE CARE HEALTH SYSTEMS LOGO WITH CADUCEUS (used on www.takecarejobs.com) (Licensor makes no claim to ownership of the caduceus symbol)	Common Law	NA	NA	NA

3. Trademark License Agreement, dated as of the Closing Date, by and between Walgreen Co., as licensor, and Take Care Health Systems, Inc., as licensee, providing for the license of the following trademarks:

Mark	Serial No.	Filing Date	Registration No.	Registration Date
WALGREENS	75034785	19-Dec-1995	2096551	16-Sept-1997
WALGREENS WELL NETWORK	85449029	17-Oct-2011	4325224	23-Apr-2013
POWERED BY WALGREENS	Common Law	NA	NA	NA

4. Assignment of Trademark, dated as of the Closing Date, by and between Walgreen Co. and Take Care Health Systems, Inc. providing for the assignment of the trademark "HEALTHY MEASURES" (Serial No.: 78871154; Filing Date: April 27, 2006; Registration No.: 3541994; and Registration Date: December 2, 2008) to Take Care Health Systems, Inc.

SCHEDULE 2

PATENT COLLATERAL

Patent License Agreement dated as of the Closing Date, by and between Walgreen Co., as licensor, and Take Care Health Systems, Inc., as licensee, providing for the license of the following patents:

Invention Title	Serial No.	Patent No.	Filing Date	Issue Date	Current Status
System and Method for an Integrated Disease Management System	11/555,554	8,666,761	01-Nov-2006	04-March-2014	Issued.
System and Method for a Lifestyle Management System	11/855,441	8,666,763	14-Sep-2007	04-March-2014	Issued.

Schedule 2 to Patent and Trademark Security Agreement

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RECORDED: 07/09/2014

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