

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM310756

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GENOA HEALTHCARE, LLC		07/15/2014	LIMITED LIABILITY COMPANY: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JEFFRIES FINANCE LLC, AS COLLATERAL AGENT		
<b>Street Address:</b>	520 MADISON AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2795667	GENOA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>			
<b>Email:</b>	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE, 20TH FLOOR		
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	038507-0385		
<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA		
<b>SIGNATURE:</b>	/kja/		
<b>DATE SIGNED:</b>	07/15/2014		
<b>Total Attachments: 5</b>			
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TRADEMARK

**GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS AND TRADEMARKS**

July 15, 2014

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, GENOA HEALTHCARE, LLC, an Oregon limited liability company (the "Grantor"), having its chief executive office at 18300 Cascade Avenue South, Suite 251, Tukwila, WA 98188, hereby grants to JEFFERIES FINANCE LLC, as Collateral Agent (the "Grantee"), with offices at 520 Madison Avenue, New York, New York 10022, a security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired which, includes the Grantor's rights to:

(i) all United States patents and patent applications, including, without limitation the patents and patent applications referred to in Schedule A hereto, and, with respect to any and all of the foregoing: (i) all reissues, reexaminations, divisions, continuations, continuations-in-part, revisions, renewals or extensions thereof; (ii) all claims for, and rights to sue for, past, present or future infringements and other violations thereof; (iii) all Proceeds of the foregoing, including, without limitation, all income, license fees, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements or other violations thereof; and (iv) all other rights corresponding thereto throughout the world; and

(ii) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, certification marks, collective marks, brand names, trademark rights arising out of domain names and trade dress which are or have been used in the United States, in any state, province or territory or possession thereof, or in any other place, nation or jurisdiction, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable Law, in each case whether registered or unregistered, and with respect to any and all of the foregoing: (i) the goodwill of the business symbolized thereby or associated therewith; (ii) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and including, without limitation, the registrations and applications referred to in Section (B) hereto; (iii) all extensions and renewals thereof; (iv) all claims for, and rights to sue for, past, present or future infringements, dilutions, and other violations thereof; (v) all Proceeds of the foregoing, including, without limitation, all income, license fees, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements, dilutions, or other violations thereof; and (vi) all other rights corresponding thereto throughout the world;

provided, however, that the Patent and Trademark Collateral shall not include and no Security Interest shall be deemed granted in any intent-to-use (ITU) United States application for a Trademark registration, for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a "Statement of Use" or "Amendment to Allege Use" is filed with the United States Patent and Trademark Office.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of July [15], 2014, as amended, restated, supplemented or otherwise modified from time to time (the "Security Agreement"). The rights and remedies of the Grantee 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 Patent and Trademark Security Agreement may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Patent and Trademark Security Agreement.

This Patent and Trademark Security Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Patent and Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

*(signature pages follow)*

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

GENOA HEALTHCARE, LLC,  
as Grantor

By:   
Name: Victor Breed  
Title: Chief Financial Officer

Signature Page to the Grant of Security Interest in United States Patents and Trademarks

TRADEMARK  
REEL: 005323 FRAME: 0129

Agreed and Accepted:  
JEFFERIES FINANCE LLC,  
as Collateral Agent and Grantee

By:   
Name: Brian Buoye  
Title: Managing Director

Signature Page to the Grant of Security Interest in United States Patents and Trademarks

**TRADEMARK**  
**REEL: 005323 FRAME: 0130**

Schedule A

Owner Name	Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date
GENOA HEALTHCARE, LLC	GENOA	U.S. Federal	RENEWED (REGISTERED)	76372809 2-20-2002	2795667 12-16-2003

Signature Page to the Grant of Security Interest in United States Patents and Trademarks

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**RECORDED: 07/15/2014**

**TRADEMARK  
REEL: 005323 FRAME: 0131**