

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM311813

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alert Marketing, Inc.		07/21/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Administrative Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2207281	D.E./ALERT	
Registration Number:	1357118	DENT/ALERT	
Registration Number:	4431862	E-M.D./ALERT	
Registration Number:	4422023	E-PHARM/ALERT	
Registration Number:	3079787	E-PHARM/ALERT	
Registration Number:	2207282	HOSPITAL PHARM/ALERT	
Registration Number:	4432070	M.D./ALERT	
Registration Number:	1357120	M.D./ALERT	
Registration Number:	2207280	MANAGED CARE/ALERT	
Registration Number:	2207283	N.P./ALERT	
Registration Number:	2207284	NURSE/ALERT	
Registration Number:	1357119	OPT/ALERT	
Registration Number:	2207273	P.A./ALERT	
Registration Number:	3076753	PHARM/ALERT	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
TRADEMARK			

CH \$365.00 2207281

Correspondent Name:	Dusan Clark, Esq.
Address Line 1:	Sidley Austin LLP
Address Line 2:	2001 Ross Avenue, Suite 3600
Address Line 4:	Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	60397-30030
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NAME OF SUBMITTER:	Dusan Clark
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SIGNATURE:	/Dusan Clark/
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DATE SIGNED:	07/25/2014
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 21, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Wilmington Trust, National Association ("Wilmington Trust"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 21, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrowers, Holdings, the other Credit Parties, the Lenders from time to time party thereto and Wilmington Trust, as Agent for the Lenders, and the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and 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 providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 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.

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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each 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 and IP Licenses 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 and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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.

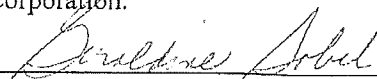
ALERT MARKETING, INC.

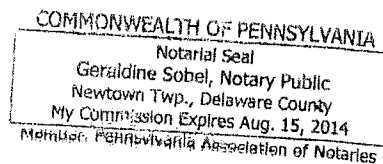
By: 
Name: Derek Winston
Title: Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR

State of Pennsylvania)
County of Delaware) ss.

On this 18th day of July, 2014 before me personally appeared Derek Winston, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ALERT MARKETING, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its sole director and that he acknowledged said instrument to be the free act and deed of said corporation.

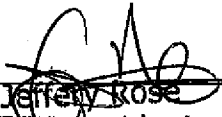

Notary Public



Signature Page to Trademark Security Agreement

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Jeffrey Rose
Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005329 FRAME: 0443

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
D.E./ALERT	Reg. 2,207,281	December 1, 1998
DENT/ALERT	Reg. 1,357,118	August 27, 1985
E-M.D./ALERT	Reg. 4,431,862	November 12, 2013
E-PHARM/ALERT	Reg. 4,422,023	October 22, 2013
E-PHARM/ALERT	Reg. 3,079,787	April 11, 2006
HOSPITAL PHARM/ALERT	Reg. 2,207,282	December 1, 1998
M.D./ALERT	Reg. 4,432,070	November 12, 2013
M.D./ALERT	Reg. 1,357,120	August 27, 1985
MANAGED CARE/ALERT	Reg. 2,207,280	December 1, 1998
N.P./ALERT	Reg. 2,207,283	December 1, 1998
NURSE/ALERT	Reg. 2,207,284	December 1, 1998
OPT/ALERT	Reg. 1,357,119	August 27, 1985
P.A./ALERT	Reg. 2,207,273	December 1, 1998
PHARM/ALERT	Reg. 3,076,753	April 4, 2006