

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM312461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sterling Group Holdings, LLC		06/25/2014	LIMITED LIABILITY COMPANY: DELAWARE
RDA Sterling Holdings Corporation		06/25/2014	CORPORATION: DELAWARE
Edcare Management, Inc.		06/25/2014	CORPORATION: DELAWARE
Caledonia Financial Services, LLC		06/25/2014	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	DV Fund Holdings, LLC, as administrative agent		
Street Address:	126 Ottawa Avenue, NW, Suite 500		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49503		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3605086	EDCARE	
Registration Number:	3605087	EDCARE	
Registration Number:	3962262	HOSPITAL PHYSICIAN PARTNERS PARTNERING F	
Registration Number:	3962263	HOSPITAL PHYSICIAN PARTNERS	
Registration Number:	3958309		
Registration Number:	3958307		
Registration Number:	3958308	PARTNERING FOR RESULTS	
Registration Number:	4031483	WHAT'S IMPORTANT TO YOU . . . IS WHAT MA	
Serial Number:	85439500	CALEDONIA FINANCIAL SERVICES	
Serial Number:	86204391	HPPLINK	
Serial Number:	86281097	STREAMLINING THE PATIENT JOURNEY	
CORRESPONDENCE DATA			
Fax Number:	3122585600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

CH \$290.00 3605086

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-258-5724
Email: cbollinger@schiffhardin.com
Correspondent Name: Chris L. Bollinger
Address Line 1: P.O. Box 06079
Address Line 2: Schiff Hardin LLP
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	42509-0001
--------------------------------	------------

NAME OF SUBMITTER:	Chris L. Bollinger
---------------------------	--------------------

SIGNATURE:	/Chris L. Bollinger/
-------------------	----------------------

DATE SIGNED:	07/31/2014
---------------------	------------

Total Attachments: 8

source=7-31 - RDV rademark Security Agreement#page1.tif
source=7-31 - RDV rademark Security Agreement#page2.tif
source=7-31 - RDV rademark Security Agreement#page3.tif
source=7-31 - RDV rademark Security Agreement#page4.tif
source=7-31 - RDV rademark Security Agreement#page5.tif
source=7-31 - RDV rademark Security Agreement#page6.tif
source=7-31 - RDV rademark Security Agreement#page7.tif
source=7-31 - RDV rademark Security Agreement#page8.tif

14890 / 19

.....
THIS INSTRUMENT OR AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY AND ANY SECURITY INTERESTS OR OTHER LIENS SECURING SUCH OBLIGATIONS ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AND INTERCREDITOR AGREEMENT"), DATED AS OF JUNE 25, 2014, AMONG DV FUND HOLDINGS, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, IN ITS CAPACITY AS AGENT FOR THE SUBORDINATED CREDITORS DESCRIBED THEREIN, EDP HOLDINGS, INC., A DELAWARE CORPORATION, EACH OF THE OTHER CREDIT PARTIES PARTY THERETO AND GENERAL ELECTRIC CAPITAL CORPORATION, A DELAWARE CORPORATION ACTING IN ITS CAPACITY AS AGENT FOR THE SENIOR CREDITORS DESCRIBED THEREIN, AND EACH HOLDER OF THIS INSTRUMENT OR AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AND INTERCREDITOR AGREEMENT.
.....

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of June 25, 2014, is made by each entity listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of DV FUND HOLDINGS, LLC, in its capacity as Administrative Agent (as hereinafter defined).

WITNESSETH:

WHEREAS, each Grantor is a party to that certain Amended and Restated Subordinated Credit Agreement, dated as of the date hereof, among EDPH, Inc., EDP Holdings, Inc. (the "**Borrower**"), the other Credit Parties signatory thereto, RDV and HCM (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**");

WHEREAS, certain events of default existing under the agreement amended and restated by the Credit Agreement are to be waived as a result of the Credit Agreement pursuant to the terms thereof;

WHEREAS, each Grantor will derive direct and indirect economic benefits from the Credit Agreement and the Senior Credit Agreement; and

WHEREAS, in order to induce the Lenders to enter into the Credit Agreement and to consent to the Senior Credit Agreement, each Grantor has agreed to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement and the following terms shall have the following meanings:

“Administrative Agent” has the meaning assigned to such term in the Collateral Agency Agreement.

“Collateral Agency Agreement” means that certain Collateral Agency Agreement dated as of the date hereof among DV Fund Holdings, LLC and HCM HPP, LLC, as Lenders and the Administrative Agent.

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 Obligations of such Grantor, hereby grants, collaterally assigns and hypothecates to the Administrative Agent, for itself and the benefit of the Lenders, a Lien upon 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 referred to on Schedule 1 hereto;

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

(c) 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; excluding any intent-to-use trademark application prior to the filing and acceptance by the United States Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent that, and solely during the period, in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark application under applicable law.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for itself and the benefit of the Lenders, pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent of a conflict between the terms of the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall govern and control.

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 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 ILLINOIS.**

[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.

**STERLING GROUP HOLDINGS, LLC,
RDA STERLING HOLDINGS
CORPORATION,
EDCARE MANAGEMENT, INC.,
CALEDONIA FINANCIAL SERVICES,
LLC,
EACH AS GRANTOR**

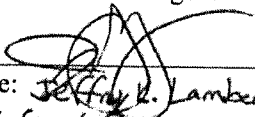
By: _____

Name: David Schillinger, MD
Title: President

ACCEPTED AND AGREED
as of the date first above written:

DV FUND HOLDINGS, LLC,
as Administrative Agent

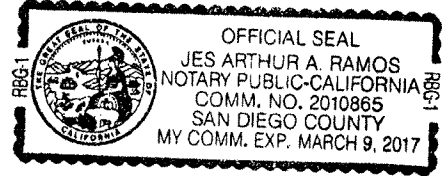
By: R DV Corporation
Its: Manager

By: 
Name: Jeffrey K. Lambert
Title: Chief Financial Officer

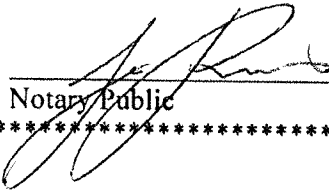
TRADEMARK AGREEMENT
SIGNATURE PAGE

Acknowledgments of Grantors

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)



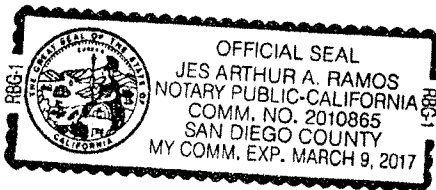
On this 21 day of JUNE, 2014 before me personally appeared David Schillinger, M.D., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Sterling Group Physician Services, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its governing body and that he acknowledged said instrument to be the free act and deed of said limited liability company.


Notary Public

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

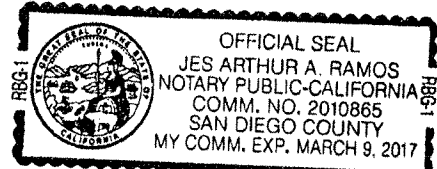
On this 21 day of JUNE, 2014 before me personally appeared David Schillinger, M.D., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of RDA Sterling Holdings Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



STATE OF CALIFORNIA)

) SS
COUNTY OF SAN DIEGO)



On this 21 day of JUNE, 2014 before me personally appeared David Schillinger, M.D., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Edcare Management, 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 Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

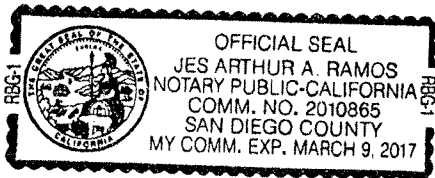


Notary Public

STATE OF CALIFORNIA)

) SS
COUNTY OF SAN DIEGO)

On this 21 day of JUNE, 2014 before me personally appeared David Schillinger, M.D., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Caledonia Financial Services, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its governing body and that he acknowledged said instrument to be the free act and deed of said limited liability company.










Notary Public

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Comments
EDCARE	US	77399936 2/19/2008	3605086 4/14/2009	Edcare Management, Inc.	
EDCARE 	US	77399938 2/19/2008	3605087 4/14/2009	Edcare Management, Inc.	
HOSPITAL PHYSICIAN PARTNERS PARTNERING FOR RESULTS 	US	77655362 1/23/2009	3962262 5/17/2011	RDA Sterling Holdings Corporation	
HOSPITAL PHYSICIAN PARTNERS 	US	77655382 1/23/2009	3962263 5/17/2011	RDA Sterling Holdings Corporation	
[Design] 	US	77655368 1/23/2009	3958309 5/10/2011	RDA Sterling Holdings Corporation	
[Design] 	US	77655339 1/23/2009	3958307 5/10/2011	RDA Sterling Holdings Corporation	
PARTNERING FOR RESULTS	US	77655350 1/23/2009	3958308 5/10/2011	RDA Sterling Holdings Corporation	
Caledonia Financial Services	US	85439500	Pending	Caledonia Financial Services, LLC	Pending
WHAT'S IMPORTANT TO YOU...IS WHAT MATTERS TO US!	US	85242476 2/15/2011	4031483 9/27/2011	RDA Sterling Holdings Corporation	
HPPLINK	US	86204391 2/26/2014		Edcare Management, Inc.	pending
Streamlining the Patient Journey	US	86281097 5/14/2014	Pending	EDCare Management, Inc.	pending

[Schedule 1 to Trademark Security Agreement]