

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312901

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Encore Health Resources, LLC		07/28/2014	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent		
Street Address:	1111 Fannin Street, 10th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4164652	ENCORE DATA ACADEMY	
Registration Number:	4138220	COREGPS	
Registration Number:	4132019	COREQUEST	
Registration Number:	4101558	ANATOMY OF AN E-MEASURE	
Registration Number:	3940674	EHRIGHT	
Serial Number:	86261844	ENCORE	
Serial Number:	86255371	ENCORE HEALTH	
Serial Number:	86255350	ENCORE HEALTH RESOURCES	
Serial Number:	86254305	COREIQ	
Serial Number:	86132487	COREAUTHOR	
Serial Number:	86133490	COREVALUESET	
Serial Number:	86133485	COREACCESS	
Serial Number:	86132404	GET LEAN	
Serial Number:	86132395	GET LEAN WITH SMART SKINNY DATA	
Serial Number:	86132384	DATA OF OUR LIVES	
Serial Number:	85911366	COREANALYTICS	
CORRESPONDENCE DATA			
Fax Number:			

OP \$415.00 4164652

TRADEMARK

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.

Email: marina.kelly@thomsonreuters.com
Correspondent Name: Elaine Carrera, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: c/o Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly Thomson Reuters/
DATE SIGNED:	08/04/2014

Total Attachments: 6
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Encore Health Resources, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC-TX
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 28, 2014

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as administrative agent

Street Address: 1111 Fannin Street, 10th Floor

City: Houston

State: TX

Country: USA Zip: 77002

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

August 1, 2014
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Security Agreement

Trademark Security Agreement, dated as of July 28, 2014, by ENCORE HEALTH RESOURCES, LLC ("Grantor"), in favor JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Secured Parties (in such capacity, the "**Administrative Agent**").

WITNESSETH:

WHEREAS, Grantor is party to a Security Agreement, dated as of June 8, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Administrative Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Grantor (*provided* that the Trademarks shall not include any trademark application that would be deemed invalidated, cancelled or abandoned due to the security interest granted hereunder, including without limitation all United States trademark applications that are based on an intent to use, unless and until such time that the security interest will not cause the invalidation, cancellation or abandonment of such trademark application):

- (a) Trademarks of Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. The 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 pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

Signature Page to Trademark Security Agreement

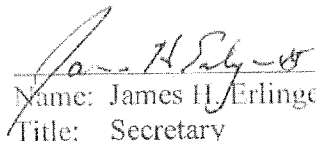
SECTION 4. Termination. Upon all of the Secured Obligations (other than (x) (i) Cash Management Obligations and (ii) Secured Obligations under Secured Hedge Agreements not yet due and payable, and (y) contingent obligations not yet accrued and payable) having been paid in full, all Letters of Credit having been Cash Collateralized or otherwise back-stopped (including by "grandfathering" into any future credit facilities), in each case, on terms reasonably satisfactory to the relevant L/C Issuer in its reasonable discretion, or having expired or having been terminated, and the Aggregate Commitments having expired or having been terminated and the termination of the Security Agreement, this Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of Grantor's obligations and any lien arising therefrom shall be automatically released. Upon any sale or transfer by Grantor of any Trademark that is permitted under the Credit Agreement (other than a sale or transfer to another Loan Party), or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Trademark pursuant to Section 10.01 of the Credit Agreement, the security interest in such Trademark shall be automatically released. The Administrative Agent shall, at the expense of Grantor, execute, acknowledge, and deliver to Grantor within a reasonable time an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks, or any of them in the case of a sale or transfer described by the second sentence of this Section 4, under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, 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.

ENCORE HEALTH RESOURCES, LLC

By:


Name: James H. Erlinger III
Title: Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005336 FRAME: 0649

JPMORGAN CHASE, N.A.,
as Administrative Agent

By: 

Name:

Vanessa Chiu

Title:

Executive Director

Signature Page to Trademark Security Agreement

TRADEMARK

REEL: 005336 FRAME: 0650

Schedule I
U.S. Trademark Registrations and Use Applications

Registrations:

[**Note: Registrations in their initial ten-year term require the filing of an Affidavit of Use between the fifth and sixth years following registration in order to remain in force for the entire initial ten-year term.]

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	EXP DATE**	COUNTRY	DESCRIPTION
Encore Health Resources, LLC	4,164,652	06/26/2012	06/26/2022	US	ENCORE DATA ACADEMY
Encore Health Resources, LLC	4,138,220	05/08/2012	05/08/2022	US	COREGPS
Encore Health Resources, LLC	4,132,019	04/24/2012	04/24/2022	US	COREQUEST
Encore Health Resources, LLC	4,101,558	02/21/2012	02/21/2022	US	ANATOMY OF AN E-MEASURE
Encore Health Resources, LLC	3,940,674	04/05/2011	04/05/2021	US	EHRIGHT

Applications:

OWNER	APPLICATION NUMBER	APPLICATION DATE	DESCRIPTION
Encore Health Resources, LLC	86/261844	04/24/2014	ENCORE
Encore Health Resources, LLC	86/255371	04/17/2014	ENCORE HEALTH
Encore Health Resources, LLC	86/255350	04/17/2014	ENCORE HEALTH RESOURCES
Encore Health Resources, LLC	86/254305	04/16/2014	COREIQ
Encore Health Resources, LLC	86/132487	12/02/2013	COREAUTHOR
Encore Health Resources, LLC	86/133490	12/03/2013	COREVALUESET
Encore Health Resources, LLC	86/133485	12/03/2013	COREACCESS
Encore Health Resources, LLC	86/132404	12/02/2013	GET LEAN

OWNER	APPLICATION NUMBER	APPLICATION DATE	DESCRIPTION
Encore Health Resources, LLC	86/132395	12/02/2013	GET LEAN WITH SMART SKINNY DATA
Encore Health Resources, LLC	86/132384	12/02/2013	DATA OF OUR LIVES
Encore Health Resources, LLC	85/911366	04/22/2013	COREANALYTICS

Licenses: None.