TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM313176

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------------------|
| NATURE OF CONVEYANCE: | Grant of Security Interest |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------------|----------|----------------|-----------------------|
| Integrated Practice Solutions, Inc. | | 08/06/2014 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| Name: | Bank of Montreal, as Agent | | | |
|-----------------|----------------------------|--|--|--|
| Street Address: | 11 West Monroe Street | | | |
| City: | Chicago | | | |
| State/Country: | ILLINOIS | | | |
| Postal Code: | 60603 | | | |
| Entity Type: | Bank: CANADA | | | |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------------------------|
| Registration Number: | 4349264 | IPS FINANCIAL |
| Serial Number: | 86146412 | INTEGRATED PRACTICE SOLUTIONS IPS |
| Serial Number: | 86137348 | CTPROBILL \$ |
| Serial Number: | 86037841 | INTEGRATED PRACTICE SOLUTIONS IPS |
| Serial Number: | 86296301 | CHIROTOUCH |
| Serial Number: | 86296115 | CHIROTOUCH |
| Serial Number: | 86296802 | IPS |
| Serial Number: | 86296813 | CT ACADEMY |
| Serial Number: | 86342120 | MYCHIROTOWN |
| Serial Number: | 86342103 | CHIROTOWN |
| Serial Number: | 86342101 | CTPROCLEAR |

CORRESPONDENCE DATA

Fax Number: 3026365454

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.

Phone: 800-927-9801 x 62348 ipaterso@cscinfo.com Email:

Correspondent Name: Corporation Service Company

1090 Vermont Avenue NW, Suite 430 Address Line 1:

Washington, D.C. 20005 Address Line 4: **TRADEMARK**

REEL: 005338 FRAME: 0378 900297532

| ATTORNEY DOCKET NUMBER: | 246950-5 | | | |
|--|---------------|--|--|--|
| NAME OF SUBMITTER: | Jean Paterson | | | |
| SIGNATURE: | /jep/ | | | |
| DATE SIGNED: | 08/06/2014 | | | |
| Total Attachments: 4 | | | | |
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TRADEMARK REEL: 005338 FRAME: 0379

NOTICE OF GRANT OF A SECURITY INTEREST -- TRADEMARKS

This NOTICE OF GRANT OF A SECURITY INTEREST -TRADEMARKS (this "Notice of Grant of a Security Interest Trademarks") is made as of August 6, 2014, by Integrated Practice Solutions, Inc. ("Grantor"), in favor of BANK OF MONTREAL, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated August 6, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than Intent-To-Use applications that constitute Excluded Property), together with, among other things, the goodwill of the business symbolized by the Trademarks owned by the Grantor, including those set forth on Schedule A hereto (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing security interest in the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

This Notice of Grant of a Security Interest - Trademarks 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

3627260.01.06.B.doc 4151346 IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest - Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

INTEGRATED PRACTICE SOLUTIONS, INC.

Name: Ron Cano

Title: Secretary

[Signature Page to Notice of Grant of a Security Interest - Trademarks]

TRADEMARK REEL: 005338 FRAME: 0381

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

| Mark | Country | Status | Application Number | Application Date | Registration Number | Registration Date | Present Owner |
|---|---------|-------------|-----------------------|---------------------|------------------------|----------------------|--|
| IPS Financial | US | Registered | 85/715,303 | 8/28/12 | 4349264 | 6/11/13 | Integrated Practice Solutions, Inc. |
| IPS | US | Application | 86/146,412 | 12/17/13 | | | Integrated Practice Solutions, Inc. |
| CTProBill | US | Application | 86/137348 | 12/06/13 | | | Integrated Practice Solutions, Inc. |
| IPS | US | Application | 86/037,841 | 8/14/13 | | | Integrated Practice Solutions, Inc. |
| Chirotouch | US | Application | 86/296,301 | 5/30/14 | | | Integrated Practice Solutions, Inc. |
| Chirotouch | US | Application | 86/296,115 | 5/30/14 | | | Integrated Practice Solutions, Inc. |
| IPS | US | Application | 86/296,802 | 5/30/14 | | | Integrated Practice Solutions, Inc. |
| CT Academy | US | Application | 86/296,813 | 5/30/14 | | | Integrated Practice Solutions, Inc. |
| MYCHIROTOWN Trademark (Classes 9, 42) | US | Application | 86/342,120 | 7/18/14 | | | Integrated Practice Solutions, Inc. |

TRADEMARK REEL: 005338 FRAME: 0382

| Mark | Country | Status | Application Number | Application Date | Registration Number | Registration Date | Present Owner |
|---|---------|-------------|-----------------------|---------------------|------------------------|----------------------|-------------------------------------|
| CHIROTOWN Trademark (Class 9, 42) | US | Application | 86/342,103 | 7/18/14 | | | Integrated Practice Solutions, Inc. |
| CTPROCLEAR Trademark (Class 35) | US | Application | 86/342,101 | 7/18/14 | | | Integrated Practice Solutions, Inc. |

RECORDED: 08/06/2014

TRADEMARK
REEL: 005338 FRAME: 0383