

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313549

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Future Health Acquisition, Inc.		08/08/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3730203	INTELLIGENT BILLING	
<b>Registration Number:</b>	3668452	FUSION TECHNOLOGY	
<b>Registration Number:</b>	3723956	HYPER-SPEED NOTE	
<b>Registration Number:</b>	3668453	TRUE EHR	
<b>Registration Number:</b>	3720267	VOS	
<b>Registration Number:</b>	3668448	DC2	
<b>Registration Number:</b>	3668449	PT2	
<b>Registration Number:</b>	3668450	MD2	
<b>Registration Number:</b>	3668451	CLINIC OF THE FUTURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<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>Phone:</b>	800-927-9801 x 62348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	251279-5		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		

CH \$240.00 3730203

<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	08/11/2014
<b>Total Attachments: 3</b> source=8-11-14 Future Health-TM#page1.tif source=8-11-14 Future Health-TM#page2.tif source=8-11-14 Future Health-TM#page3.tif	

## **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 8, 2014, by FUTURE HEALTH ACQUISITION, 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.

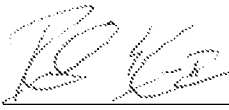
This Notice of Grant of a Security Interest - Trademarks may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

This Notice of Grant of a Security Interest - Trademarks shall be a contract made under and governed by the internal laws of the state of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

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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.

FUTURE HEALTH ACQUISITION, INC.

By: 

\_\_\_\_\_  
Name: Ron Cano

Title: Secretary

**SCHEDULE A TO GRANT OF A SECURITY INTEREST**

<b>Mark</b>	<b>Country</b>	<b>Status</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Present Owner</b>
INTELLIGENT BILLING	U.S.	Registered	77/521,190	July 14, 2008	3,730,203	December 22, 2009	Future Health Acquisition, Inc.
FUSION TECHNOLOGY	U.S.	Registered	77/521,248	July 14, 2008	3,668,452	August 18, 2009	Future Health Acquisition, Inc.
HYPER-SPEED NOTE	U.S.	Registered	77/521,133	July 14, 2008	3,723,956	December 8, 2009	Future Health Acquisition, Inc.
TRUE EHR	U.S.	Registered	77/521,259	July 14, 2008	3,668,453	August 18, 2009	Future Health Acquisition, Inc.
VOS	U.S.	Registered	77/521,159	July 14, 2008	3,720,267	December 1, 2009	Future Health Acquisition, Inc.
DC <sup>2</sup>	U.S.	Registered	77/521,039	July 14, 2008	3,668,448	August 18, 2009	Future Health Acquisition, Inc.
PT <sup>2</sup>	U.S.	Registered	77/521,064	July 14, 2008	3,668,449	August 18, 2009	Future Health Acquisition, Inc.
MD <sup>2</sup>	U.S.	Registered	77/521,075	July 14, 2008	3,668,450	August 18, 2009	Future Health Acquisition, Inc.
CLINIC OF THE FUTURE	U.S.	Registered	77/521,170	July 14, 2008	3,668,451	August 18, 2009	Future Health Acquisition, Inc.