

07/29/2014

Form PTO-100 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2016)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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

07/29/14

1. Name of conveying party(ies):
Wells Fargo Bank, NA
299 South Main Street
Salt Lake City, Utah

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

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s): 7-1-14

Assignment Merger
 Security Agreement Change of Name
 Other Release

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Alliance Health Networks, LLC
Street Address: 9883 S. 500 W
City: Sandy
State: Utah
Country: USA Zip: 84070

Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship Delaware

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
A. Trademark Application No.(s) Text

Identification or description of the Trademark:
B. Trademark Registration No.(s)
3524559

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: Wells Fargo Bank, NA
Internal Address: Attn: Kristin Tullio

Street Address: 1700 Lincoln St.
3rd Floor, MAE C7300-033
City: Denver
State: CO Zip: 80203
Phone Number: 303-863-8671
Docket Number: _____
Email Address: Kristin.Tullio@wells Fargo.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 40.00

Authorized to be charged to deposit account
 Enclosed

8. Payment information:
07/29/2014 KRGUYENI 00000030 3624559
Deposit Account Number _____ 48.00 OP
Authorized User Name _____

9. Signature: Kristin Tullio
Signature
Kristin Tullio, Agent
Name of Person Signing

7-23-14
Date
Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") is dated effective as of January 1, 2014 by and between ALLIANCE HEALTH NETWORKS, LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at 9883 South 500 West, Sandy, Utah 84070, and WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Secured Party") pursuant to the terms of that certain Second Amended and Restated Third Party Security Agreement All Assets dated as of December [23], 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantor, the other Owners as defined therein and Security Party. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;

(ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark; and

(iii) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed by facsimile, PDF images or other electronic means.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

ALLIANCE HEALTH NETWORKS, LLC

By: [Signature]
Name: Jeffrey C. Smith
Title: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE

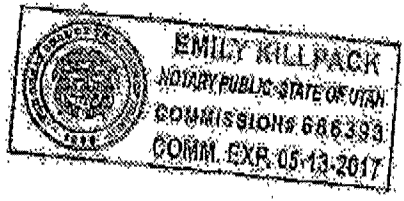
I, Emily Killpack, a Notary Public for said County and State, do hereby certify that Jeffrey C. Smith personally appeared before me this day and stated that he is the Chief Executive Officer of Alliance Health Networks, LLC and acknowledged, on behalf of Alliance Health Networks, LLC, the due execution of the foregoing instrument.

Witness my hand and official seal, this 11 day of January 2014.

[Signature]
Notary Public

My commission expires:

5/18/17



[Trademark Security Agreement - Alliance Health Networks, LLC]

Agreed and Accepted as of the as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Secured Party

By: 
Name: Kevin Dowdle
Title: Sr. Relationship Manager, Vice President

Trademark Security Agreement - Alliance Health Networks, LLC

Schedule A to Trademark Security Agreement

TRADEMARKS

Mark	Serial / Registration Number	Filing / Registration Date	Country
ALLIANCE HEALTH	3524559	October 28, 2008	U.S.