

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314972

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pyramid Healthcare, Inc.		08/22/2014	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent		
Street Address:	150 S. Wacker Drive, Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3987476	PYRAMIDHEALTHCARE	
Registration Number:	3987477	PYRAMID HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<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>			
Phone:	7043432104		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street, Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2062758-0023		
NAME OF SUBMITTER:	Terry L. Witcher, Paralegal		
SIGNATURE:	/s/ Terry L. Witcher		
DATE SIGNED:	08/22/2014		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 22, 2014, by PYRAMID HEALTHCARE, INC. ("Grantor"), in favor of GOLUB CAPITAL LLC, a Delaware limited liability company, as Administrative Agent.

This Agreement refers to (a) a Credit Agreement dated as of August 22, 2014, entered into among Grantor, the other Loan Parties party thereto, the financial institutions who are or become parties thereto as Lenders, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make certain extensions of credit to the Borrowers; and (b) a Security Agreement dated as of August 22, 2014, entered into among Grantor, as a "Grantor" thereunder, the other Persons who are or become parties thereto as "Grantors" thereunder, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement or the Security Agreement, as applicable.

Pursuant to the terms of the Credit Agreement and the Security Agreement, the Obligations of Borrowers under the Credit Agreement are secured.

Pursuant to the Security Agreement, Grantor has granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Security Agreement, Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 hereto with respect to Grantor, together with any reissues, continuations or extensions thereof and all goodwill associated therewith (though excluding any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark office);
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 hereto with respect to Grantor, together with all goodwill associated therewith (but in each case only to the extent permitted by the terms of the applicable license, and provided the grant of a security interest in such license would not result in the loss of rights or a create a default thereunder);

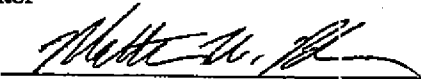
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 hereto (items (1) through (3) being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 hereto with respect to Grantor, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 hereto with respect to Grantor, together with all goodwill associated therewith (but in each case only to the extent permitted by the terms of the applicable license, and provided the grant of a security interest in such license would not result in the loss of rights or a create a default thereunder); and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 hereto, any patent issued pursuant to a patent application referred to in Schedule 2, and any patent licensed under any patent license listed on Schedule 2 hereto (items (4) through (6) being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Security Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, this Patent and Trademark Security Agreement has been duly executed as of the date first written above.

PYRAMID HEALTHCARE, INC.,
a Pennsylvania corporation,
as Grantor

By: 

Name: Matthew W. Bievins

Title: Secretary

GOLUB CAPITAL LLC,
as Administrative Agent

By: 


Name: Marc C. Robinson

Title: Managing Director

SCHEDULE 1

TRADEMARK COLLATERAL

1. Trademark Registrations:

Mark/Name	Owner/Designations	Application No.	Filing Date	Registration No.	Registration Date
PYRAMIDHEALTH-CARE (and Design) 	Pyramid Healthcare, Inc.	76/703337	June 11, 2010	3,987,476	July 5, 2011
PYRAMID HEALTHCARE	Pyramid Healthcare, Inc.	76/703338	June 11, 2010	3,987,477	July 5, 2011

2. Trademark Applications:

None.

3. Trademark Licenses:

None.

SCHEDULE 2

PATENT COLLATERAL

1. Patent Registrations:

None.

2. Patent Applications:

None.

3. Patent Licenses:

None.