

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZIRMED INC.		09/24/2014	CORPORATION: DELAWARE
VERA-FUND, INC.		09/24/2014	CORPORATION: KENTUCKY
BLUEBONNET, LLC		09/24/2014	LIMITED LIABILITY COMPANY: KENTUCKY
IHC ACQUISITION, LLC		09/24/2014	LIMITED LIABILITY COMPANY: KENTUCKY
MED-PAYMENT.COM, INC.		09/24/2014	CORPORATION: KENTUCKY
METHODCARE, INC.		09/24/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4498014	ZIRMED	
Registration Number:	3024821	ZIRMED	
Registration Number:	3353227	ZIRMED	
Registration Number:	2966739	INTELLIGENT HEALTHCARE	
Registration Number:	4500824	INNOVATING CONNECTED HEALTHCARE	
Registration Number:	3576721	PERFORMANCE CREDENTIALING	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4790		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Andrew Hackett		
Address Line 1:	1025 Vermont Ave, NW, Ste 1130		
			TRADEMARK

OP \$165.00 4498014

Address Line 2: National Corporate Research, Ltd
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F151922
NAME OF SUBMITTER:	Matthew R. Pierce
SIGNATURE:	/Matthew R. Pierce/
DATE SIGNED:	09/29/2014

Total Attachments: 6

source=ZIRMED INC. et al - Trademark Filing#page1.tif
source=ZIRMED INC. et al - Trademark Filing#page2.tif
source=ZIRMED INC. et al - Trademark Filing#page3.tif
source=ZIRMED INC. et al - Trademark Filing#page4.tif
source=ZIRMED INC. et al - Trademark Filing#page5.tif
source=ZIRMED INC. et al - Trademark Filing#page6.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), dated as of September 24, 2014, is entered into by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a "*Grantor*" and, collectively, the "*Grantors*") and **SILICON VALLEY BANK**, as Administrative Agent (together with its successors, in such capacity, the "*Administrative Agent*") pursuant to that certain Guarantee and Collateral Agreement, dated as of September 24, 2014, by and among the Administrative Agent, Grantors, and the other parties thereto (as amended, restated, modified or otherwise supplemented from time to time, the "*Guarantee and Collateral Agreement*"), and pursuant to that certain Credit Agreement, dated as of September 24, 2014, by and among **ZIRMED INC.**, a Delaware corporation ("*ZirMed*"), **VERA-FUND, INC.**, a Kentucky corporation ("*Vera-fund*"), **BLUEBONNET, LLC**, a Kentucky limited liability company ("*BlueBonnet*"), **IHC ACQUISITION, LLC**, a Kentucky limited liability company ("*IHC Acquisition*"), **MED-PAYMENT.COM, INC.**, a Kentucky corporation ("*Med-Payment*"), **METHODCARE, INC.**, a Delaware corporation ("*MethodCare*", and together with Med-Payment, IHC Acquisition, BlueBonnet, Vera-fund and ZirMed, each individually and collectively, jointly and severally, the "*Borrower*"), the Lenders party thereto and Administrative Agent (as amended, restated, modified or otherwise supplemented from time to time, the "*Credit Agreement*").

Capitalized terms used and not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Administrative Agent a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Administrative Agent hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Administrative Agent pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's registrations and applications for registration for the Trademarks with the United States Patent and Trademark Office existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Administrative Agent under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement and amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Administrative Agent, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor that is Collateral or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Administrative Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark that is Collateral to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Administrative Agent.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

5. Counterparts

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns.

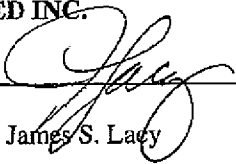
This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

ZIRMED INC.

By:  _____

Name: James S. Lacy

Title: Chief Financial Officer and General Counsel

VERA-FUND, INC.

By:  _____

Name: James S. Lacy

Title: Secretary

MED-PAYMENT.COM, INC.

By:  _____

Name: James S. Lacy

Title: Secretary

BLUEBONNET, LLC

By: ZirMed Inc., its sole member

By:  _____

Name: James S. Lacy

Title: Chief Financial Officer and General Counsel

IHC ACQUISITION, LLC

By: ZirMed Inc., its sole member

By:  _____

Name: James S. Lacy

Title: Chief Financial Officer and General Counsel

METHODCARE, INC.

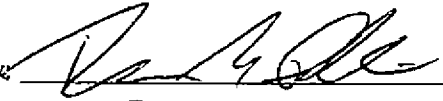
By:  _____

Name: James S. Lacy

Title: Secretary and Treasurer

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: 


Name: Thomas M. Gillis

Title: Managing Director

Schedule A to TRADEMARK SECURITY AGREEMENT

United States Registered Trademarks and Trademark Applications

United States Trademark Registrations

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Loan Party</u>	<u>Mark</u>
USA	4,498,014	March 18, 2014	ZirMed Inc.	ZIRMED
USA	3,024,821	December 6, 2005	ZirMed Inc.	ZIRMED
USA	3,353,227	December 11, 2007	ZirMed Inc.	ZIRMED
USA	2,966,739	July 12, 2005	ZirMed Inc.	INTELLIGENT HEALTHCARE
USA	4,500,824	March 25, 2014	ZirMed Inc.	INNOVATING CONNECTED HEALTHCARE
USA	3,576,721	February 17, 2009	ZirMed Inc.	PERFORMANCE CREDENTIALING and Design 

United States Trademark Applications