

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDIGAIN, LLC		10/03/2014	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as collateral agent		
Street Address:	2200 Ross Avenue, Suite 4300		
Internal Address:	c/o Prudential Capital Group		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3174623	MEDOPTIMA	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	rfloren@schiffhardin.com		
Correspondent Name:	Rebecca Floren		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 6600		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	04926-0883		
NAME OF SUBMITTER:	Rebecca Floren		
SIGNATURE:	/Rebecca Floren/		
DATE SIGNED:	10/03/2014		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 3, 2014, by MEDIGAIN, LLC, a Texas limited liability company (“Grantor”), in favor of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, in its capacity as collateral agent (together with its successors in such capacity, the “Collateral Agent”) for the Holders.

WITNESSETH:

WHEREAS, Grantor has issued the Notes pursuant to the Note Agreement;

WHEREAS, as a condition to the Purchasers entering into the financing arrangements proposed by the Note Agreement, Grantor has executed and delivered to the Collateral Agent, for itself and the ratable benefit of the Holders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to the Collateral Agent, for itself and the ratable benefit of the Holders, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof and goodwill associated therewith, to secure the payment of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement. In addition, the following term shall have the meaning herein specified:

“Mark License” means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Mark.

2. **GRANT OF SECURITY INTEREST IN MARK COLLATERAL.** As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Secured Obligations, whether now existing or hereafter arising and howsoever evidenced, Grantor hereby assigns, transfers and grants to the Collateral Agent and hereby creates in favor of the Collateral Agent, for the benefit of the Secured Parties, a continuing Lien on and first priority security interest in, and right of set-off against, all of the right, title and interest of Grantor, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Mark Collateral”):

(a) all of its Marks and Mark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Mark and each Mark License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Mark or Mark licensed under any Mark License or (ii) injury to the goodwill associated with any Mark or any Mark licensed under any Mark License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for itself and the ratable benefit of the Holders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Mark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


4. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts (or counterpart signature pages), each of which counterparts shall be an original but all of which together shall constitute one instrument.

5. **APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK (EXCLUDING ANY CONFLICTS OF LAW RULES WHICH WOULD OTHERWISE CAUSE THIS TRADEMARK SECURITY AGREEMENT TO BE CONSTRUED OR ENFORCED IN ACCORDANCE WITH, OR THE RIGHTS OF THE PARTIES TO BE GOVERNED BY, THE LAWS OF ANY OTHER JURISDICTION).**

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MEDIGAIN, LLC

By: 
Name: Greg Hackney
Title: Chief Executive Officer

(Signature Page to Trademark Security Agreement)

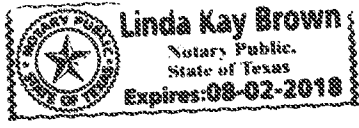
TRADEMARK
REEL: 005374 FRAME: 0791

STATE OF Texas)
) SS.
COUNTY OF Dallas)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Greg Mackay personally known to me to be the CEO of MediGain, LLC, a Texas limited liability company (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as the CEO of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 3rd day of October, 2014.

(NOTARIAL SEAL)



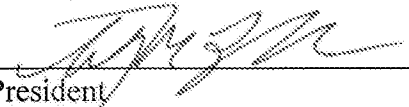

Linda Kay Brown
Notary Public

My Commission Expires: 8-2-2018

(Signature Page to Trademark Security Agreement)

ACCEPTED AND ACKNOWLEDGED BY:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
as Collateral Agent

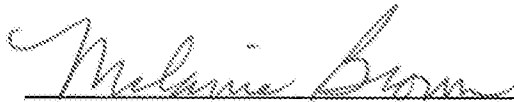
By:  _____ 
Vice President

STATE OF TEXAS)
) SS.
COUNTY OF DALLAS)

I, the undersigned, a Notary Public in and for said State and County do hereby certify that Timothy M. Laczkowski, personally known to me to be the Vice President of The Prudential Insurance Company of America (the “**Company**”), personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he signed and delivered said agreement as an officer of said Company pursuant to authority given by the board of directors of said Company, as his free and voluntary act and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the ___ day of October, 2014.

(NOTARIAL SEAL)



Notary Public

My Commission Expires: 02/14/2018



**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademarks

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
MEDOPTIMA	3174623	November 21, 2006