

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320535

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HALCYON HEALTHCARE, LLC		10/17/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIANGLE MEZZANINE FUND LLLP		
Street Address:	3700 GLENWOOD AVENUE, SUITE 530		
City:	RALEIGH		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	LIMITED LIABILITY LIMITED PARTNERSHIP: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4100094	HALCYON	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	919-821-1220		
Email:	gcollins@smithlaw.com		
Correspondent Name:	Grace S. Collins		
Address Line 1:	150 Fayetteville Street, Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	11874.163		
NAME OF SUBMITTER:	Grace S. Collins		
SIGNATURE:	/s/ Grace S. Collins		
DATE SIGNED:	10/20/2014		
Total Attachments: 4			
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OP \$40.00 4100094

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

October 17, 2014

United States Patent and Trademark Office

Ladies and Gentlemen:

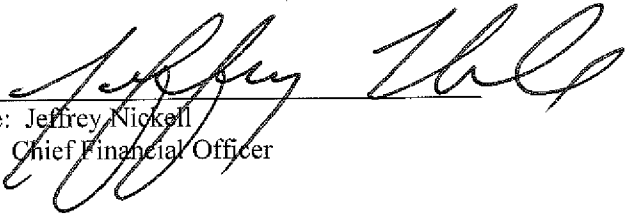
Please be advised that pursuant to the Security and Pledge Agreement dated as of October 17, 2014 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and Triangle Mezzanine Fund LLLP, as Collateral Agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in any and all right, title and interest of such Grantor in and to and continuing lien upon the trademarks and trademark applications set forth on Schedule 1 hereto to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Grantor and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledges and agrees that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement, (ii) is not to be construed as an assignment of any trademark or trademark application, and (iii) shall not apply to the extent any such trademark application is an "intent to use" trademark application for which a statement of use has not been filed (unless and until such statement is filed and accepted by the U.S. Patent and Trademark Office).

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Very truly yours,

HALCYON HEALTHCARE, LLC

By: 
Name: Jeffrey Nickell
Title: Chief Financial Officer

Acknowledged and Accepted:

TRIANGLE MEZZANINE FUND LLLP,
as Collateral Agent

By: _____
Name:
Title:

Very truly yours,

HALCYON HEALTHCARE, LLC


By: _____

Name:

Title:

Acknowledged and Accepted:

TRIANGLE MEZZANINE FUND LLLP,
as Collateral Agent

By:  _____

Name: Jeffrey Dombcik

Title: Managing Director

Schedule 1

Trademark	Status	Registration Number	Filing Date
Halcyon	Active	4100094	February 14, 2012