

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322242

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PDR Network, LLC		10/31/2014	LIMITED LIABILITY COMPANY:
PDR II Purchaser LLC.		10/31/2014	LIMITED LIABILITY COMPANY:
PDR Distribution, LLC		10/31/2014	LIMITED LIABILITY COMPANY:
LDM Group, L.L.C.		10/31/2014	LIMITED LIABILITY COMPANY:
PDR II Holdco LLC		10/31/2014	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 West Monroe Street
Internal Address:	Suite 1700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	4137229	INFORMATION FOR YOUR HEALTH
Registration Number:	4211749	ECOPAY
Registration Number:	3916887	CAREHEALTH
Registration Number:	3916891	CAREPHONE
Registration Number:	3916893	COMPLIANCE360 [®]
Registration Number:	3910215	SCRIPTGUIDERTV
Registration Number:	4047448	BEHAVIOR BASED PRESCRIPTION MANAGEMENT
Registration Number:	3691053	LDM GROUP, LLC
Registration Number:	3621496	CONNECTSYS
Registration Number:	3618122	LDM GROUP INFORMATION FOR YOUR HEALTH
Registration Number:	3178258	CAREPOINTS
Registration Number:	3077819	SCRIPTGUIDE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4119750	PHARMEHR
Registration Number:	4115444	PDR NETWORK
Registration Number:	3783654	PDRHEALTH PHYSICIANS' DESKTOP REFERENCE
Registration Number:	3547340	PDR ON-DEMAND
Registration Number:	3109266	PDRXPRESS
Registration Number:	3182638	PDR CONCISE PRESCRIBING GUIDE
Registration Number:	2640961	MOBILEPDR
Registration Number:	2567769	PDR.NET
Registration Number:	2035094	THE PDR FAMILY GUIDE TO NUTRITION AND HE
Registration Number:	1909957	PDR FAMILY GUIDES
Registration Number:	1908218	PHYSICIANS' DESK REFERENCE
Registration Number:	1908219	PDR
Registration Number:	1909784	POCKET PDR
Registration Number:	1811534	PDR FAMILY GUIDE TO PRESCRIPTION DRUGS
Registration Number:	0686664	PHYSICIANS' DESK REFERENCE
Registration Number:	0626997	PDR
Registration Number:	0626998	PHYSICIANS DESK REFERENCE
Serial Number:	86067160	PALM TALKER

CORRESPONDENCE DATA

Fax Number:

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.

Email: ssexton@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 1180 Peachtree Street NE

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 09642.015071

NAME OF SUBMITTER: Sally Sexton

SIGNATURE: /sallysexton/

DATE SIGNED: 11/05/2014

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2014, is made by each of the entities listed on the signature pages hereof (each a "**Grantor**" and collectively, the "**Grantors**"), in favor of General Electric Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, "**Administrative Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 31, 2014 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time the "**Credit Agreement**"), by PDR Network, LLC, a Delaware limited liability company ("**PDR Network**"), PDR II Purchaser LLC, a Delaware limited liability company ("**PDR Purchaser**"), and PDR Distribution, LLC, a Delaware limited liability company ("**PDR Distribution**"), as the initial Borrowers thereunder, LDM Group, L.L.C, a Missouri limited liability company ("**LDM Group**" hereinafter referred to, together with PDR Network, PDR Purchaser and PDR Distribution, each a "**Borrower**" and collectively and jointly and severally, the "**Borrowers**"), as an additional Borrower immediately following the consummation of the Acquisition, PDR II Holdco LLC, a Delaware limited liability company ("**Holdings**"), the other Loan Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "**Guaranty and Security Agreement**"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, each Grantor is a party to the Guaranty and Security Agreement pursuant to which each such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the

benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, however that no lien on or security interest is granted on any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Termination. Upon satisfaction of the conditions set forth in Section 10.10(b)(iii) of the Credit Agreement, Administrative Agent, at the request and the expense of the Grantors, shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. GOVERNING LAW, ETC. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO

SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

THE PROVISIONS OF SECTIONS 11.14(a) AND (b) OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE WITH THE SAME EFFECT AS THOUGH SET FORTH IN ITS ENTIRETY HEREIN, MUTATIS MUTANDIS.

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IN WITNESS WHEREOF, each 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.

Very truly yours,

LDM GROUP, L.L.C.

By: 
Name: Mark Heinold
Title: Chief Executive Officer

PDR NETWORK, LLC

By: 
Name: Mark Heinold
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 005394 FRAME: 0644**

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: *Lauren S. DeAngelis*
Name: LAUREN S. DEANGELIS
Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005394 FRAME: 0645

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

Owner	Trademark	Application Date	Application Number	Registration Number	Registration Date
LDM Group, L.L.C.	INFORMATION FOR YOUR HEALTH	10/25/2011	85455307	4137229	5/1/2012
LDM Group, L.L.C.	ECOPAY	9/11/2011	85419713	4211749	9/18/2012
LDM Group, L.L.C.	CareHealth	6/24/2010	85070456	3916887	2/8/2011
LDM Group, L.L.C.	CarePhone	6/24/2010	85070522	3916891	2/8/2011
LDM Group, L.L.C.	Compliance360°	6/24/2010	85070552	3916893	2/8/2011
LDM Group, L.L.C. aka LDM Group	ScriptGuideRTV	3/22/2010	77964570	3910215	1/25/2011
LDM Group, L.L.C. aka LDM Group	BAHAVIOR BASED PRESCRIPTION MANAGEMENT	3/22/2010	77964523	4047448	11/1/2011
The LDM Group, LLC	LDM GROUP, LLC	1/9/2008	77367449	3691053	10/6/2009
LDM Group, L.L.C.	ConnectSys	10/25/2007	77313631	3621496	5/19/2009
LDM Group, L.L.C.	LDM GROUP INFORMATION FOR YOUR HEALTH	9/19/2007	77283427	3618122	5/12/2009
LDM Group, L.L.C.	CarePoints	3/7/2005	78581929	3178258	11/28/2006

Owner	Trademark	Application Date	Application Number	Registration Number	Registration Date
LDM Group, L.L.C.	ScriptGuide	11/23/2004	78521782	3077819	4/4/2006
PDR Network, LLC	PharmEHR	9/7/2010	85124454	4119750	3/27/2012
PDR Network, LLC	PDR NETWORK	1/20/2010	77915607	4115444	3/20/2012
PDR Network, LLC	PDRhealth Physicians' Desktop Reference	6/17/2009	77762215	3783654	5/4/2010
PDR Network, LLC	PDR ON-DEMAND	12/5/2006	77057040	3547340	12/16/2008
PDR Network, LLC	PDRXPRESS	7/8/2005	78666202	3109266	6/27/2006
PDR Network, LLC	PDR CONCISE PRESCRIBING GUIDE	3/2/2005	78577987	3182638	12/12/2006
PDR Network, LLC	MOBILEPDR	7/13/2001	76285434	2640961	10/22/2002
PDR Network, LLC	PDR.NET	8/21/1998	75540354	2567769	5/7/2002
PDR Network, LLC	THE PDR FAMILY GUIDE TO NUTRITION AND HEALTH	8/28/1995	74724300	2035094	2/4/1997
PDR Network, LLC	PDR FAMILY GUIDES	11/3/1993	74454059	1909957	8/8/1995
PDR Network, LLC	PHYSICIANS' DESK REFERENCE	8/30/1993	74430476	1908218	8/1/1995

Owner	Trademark	Application Date	Application Number	Registration Number	Registration Date
PDR Network, LLC	PDR	8/30/1993	74430602	1908219	8/1/1995
PDR Network, LLC	POCKET PDR	8/30/1993	74430477	1909784	8/8/1995
PDR Network, LLC	PDR FAMILY GUIDE TO PRESCRIPTION DRUGS	6/15/1992	74285727	1811534	12/14/1993
PDR Network, LLC	PHYSICIANS' DESK REFERENCE	2/2/1959	72066913	0686664	10/13/1959
PDR Network, LLC	PDR	6/24/1955	71690177	0626997	5/15/1956
PDR Network, LLC	PHYSICIANS' DESK REFERENCE	6/24/1955	71690178	0626998	5/15/1956

2. TRADEMARK APPLICATIONS

Owner	Trademark	Application Date	Application Number	Registration Number	Registration Date
PDR Network, LLC	PALM TALKER	9/17/2013	86067160	Pending	Pending