

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM323321

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Akeso Care Management, Inc.		11/03/2014	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Regions Bank		
<b>Street Address:</b>	150 4th Avenue		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37219		
<b>Entity Type:</b>	banking corporation: ALABAMA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2978769	A C M	
<b>Registration Number:</b>	2973269	ACM	
<b>Registration Number:</b>	3165885	AKESO	
<b>Registration Number:</b>	2983906	AKESO CARE MANAGEMENT	
<b>Registration Number:</b>	3022508	FAMILY MATTERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048817777		
<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>			
<b>Phone:</b>	404-881-7000		
<b>Email:</b>	betsy.perkins@alston.com		
<b>Correspondent Name:</b>	Laura Kees		
<b>Address Line 1:</b>	1201 W. Peachtree Street		
<b>Address Line 2:</b>	c/o Alston & Bird LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-3424		
<b>ATTORNEY DOCKET NUMBER:</b>	112180/419308		
<b>NAME OF SUBMITTER:</b>	Laura Kees		
<b>SIGNATURE:</b>	/Laura Kees/		
<b>DATE SIGNED:</b>	11/14/2014		
<b>Total Attachments: 4</b>			

OP \$140.00 2978769

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GRANT OF SECURITY INTEREST  
TRADEMARKS

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FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, AKESO CARE MANAGEMENT, INC., an Indiana corporation (the "Grantor"), with principal offices at 2960 North Meridian Street, Indianapolis, Indiana 46208-4715, on this 3rd day of November, 2014, hereby grants to REGIONS BANK, as Administrative Agent (the "Grantee") with principal offices at 150 4<sup>th</sup> Avenue North, Nashville TN 37219, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications, trademark licenses and all renewals of any of the foregoing (individually and/or collectively, the "Marks"), including, but not limited to, those Marks set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in the Amended and Restated Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of November 3, 2014 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Security Agreement").

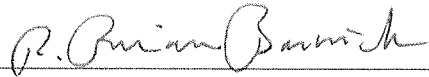
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Grant may be executed in counterparts.

Upon the payment in full in cash of the Secured Obligations (other than contingent indemnity obligations with respect to then unasserted claims), the Administrative Agent shall, at the Grantor's sole expense, execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form reasonably satisfactory to the Grantor releasing the Administrative Agent's security interest in the Marks.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

AKESO CARE MANAGEMENT, INC. as  
Grantor

By:   
Name: R. Brian Barwick  
Title: President and CEO

REGIONS BANK, as Administrative Agent, as  
Grantee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

AKESO CARE MANAGEMENT, INC. as  
Grantor


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

REGIONS BANK, as Administrative Agent, as  
Grantee

By: Leslie Paul  
Name: Leslie Paul  
Title: Vice President

Schedule A

TRADEMARKS

TRADEMARK	APP. NO. / REG. NO.	CLASS
A C M and Design 	2,978,769	36
ACM	2,973,269	35
AKESO	3,165,885	36
AKESO CARE MANAGEMENT	2,983,906	36
FAMILY MATTERS	3,022,508	36

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None