

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323721

<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>
PhyMed Management LLC		11/18/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank, as Administrative Agent		
<b>Street Address:</b>	38 Fountain Square Plaza		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	Banking Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4231391	PHYMED	
<b>Registration Number:</b>	4547446	PHYMED HEALTHCARE GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8438		
<b>Email:</b>	raquel.haleem@kattenlaw.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	210196-136		
<b>NAME OF SUBMITTER:</b>	Raquel Haleem		
<b>SIGNATURE:</b>	/Raquel Haleem/		
<b>DATE SIGNED:</b>	11/19/2014		
<b>Total Attachments: 9</b>			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 18, 2014, is made by each of the entities listed as Grantor on the signature pages hereto (“**Grantor**”), in favor of Fifth Third Bank, in its capacity as collateral agent for the Loan Parties under the Security Agreement referred to below (the “**Agent**”).

WHEREAS, pursuant to that certain Pledge and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the Credit Agreement, as such term is defined in the Security Agreement), the Grantor has assigned, pledged and granted to the Agent a continuing security interest in and to all of (i) its trademarks and trademark applications, including, without limitation, the trademarks and trademark applications listed on Schedule I hereto, (ii) its patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule II hereto and (iii) its copyrights and copyright applications, including, without limitation, the copyrights listed on Schedule III hereto, in each case to the extent the same constitute Collateral (as defined in the Security Agreement) (the “**Intellectual Property**”). Until the Termination Date (as defined in the Credit Agreement), the Agent shall retain its security interest in the Intellectual Property granted herein and in the Security Agreement.

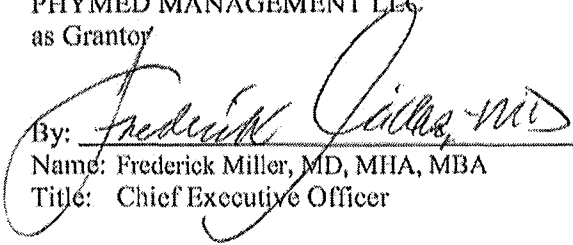
NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants the Agent a lien on and security interest in, all of its right, title and interest in, to and under the Intellectual Property (including (i) all reissues, continuations, renewals or extensions of the foregoing, (ii) all goodwill of the business connected with the use of, and symbolized by, the Intellectual Property, and (iii) all products and proceeds of the foregoing).

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantor does not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement).

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first set forth above.

PHYMED MANAGEMENT LLC  
as Grantor

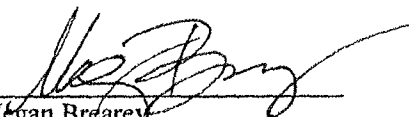
By:   
Name: Frederick Miller, MD, MHA, MBA  
Title: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK  
REEL: 005404 FRAME: 0428

ACCEPTED AND ACKNOWLEDGED BY:

FIFTH THIRD BANK, as Agent

By:   
Name: Megan Brearey  
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**Schedule I**  
**Trademarks**

[To follow]

**Schedule I**  
**Trademarks**

**U.S. Trademark Registrations**

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
PhyMed Management LLC	4,231,391	10/23/12	PHYMED
PhyMed Management LLC	4,547,446	6/10/2014	PHYMED HEALTHCARE GROUP

**U.S. Trademark Applications**

None.

**Schedule II**  
**Patents**

[To follow]



**Schedule II**  
**Patents**

**United States Patent Registrations**

None.

**United States Patent Applications**

None.

**Schedule III**  
**Copyrights**

[To follow]

**Schedule III**  
**Copyrights**

United States Copyrights Registrations

None.

United States Copyrights Applications

None.