

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324255

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement, First Lien
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
M.D. On-line, Inc.		11/21/2014	CORPORATION: NEW JERSEY

## RECEIVING PARTY DATA

<b>Name:</b>	Deutsche Bank AG New York Branch, as Collateral Agent
<b>Street Address:</b>	60 Wall Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	Foreign Banking Corporation: GERMANY

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2274698	M.D. ON-LINE
Registration Number:	3753398	ACCE\$\$
Registration Number:	3729455	TAKING THE HASSLE OUT OF HEALTHCARE
Registration Number:	3729454	INTIVIA
Registration Number:	3796543	INSYNC
Registration Number:	4313809	SIXTH SENSE
Registration Number:	4313807	CARE ALERT
Registration Number:	4399793	IREP
Registration Number:	4317833	INSTINCTIVE DATA
Registration Number:	4598495	VREP
Registration Number:	4602726	VMSL

## CORRESPONDENCE DATA

Fax Number: 2123548113

*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.*

Phone: 212-819-8437

Email: iprecordations@whitecase.com

Correspondent Name: Andrew Fessak/White &amp; Case LLP

Address Line 1: 1155 Avenue of the Americas

TRADEMARK

**Address Line 2:** Patent and Trademark Department  
**Address Line 4:** New York, NEW YORK 10036

**ATTORNEY DOCKET NUMBER:** 1141803-0002

**NAME OF SUBMITTER:** Andrew Fessak

**SIGNATURE:** /Andrew Fessak/

**DATE SIGNED:** 11/24/2014

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 21, 2014, made by M.D. On-Line, Inc., a New Jersey corporation (the "Grantor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the First Lien Credit Agreement, dated as of May 16, 2014 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, each Lender party thereto from time to time, Deutsche Bank AG New York Branch, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a First Lien Security Agreement, dated as of May 16, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including pursuant to the Supplement thereto dated as of the date hereof delivered by the Grantor, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of the Grantor's right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, all goodwill associated with such Owned Trademarks and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Owned Trademark 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its

permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

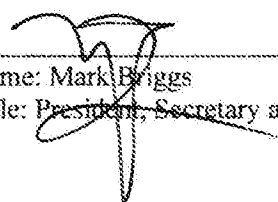
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Owned Trademarks under this Trademark Security Agreement.

[signature page follows]

**IN WITNESS WHEREOF**, the 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.

M.D. On-Line, Inc.,  
as Grantor

By:   
Name: Mark Briggs  
Title: ~~President, Secretary and Treasurer~~

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005407 FRAME: 0559**

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH  
as Collateral Agent

By:   
Name: Kirk L. Tashjian  
Title: Vice President

By:   
Name: Peter Cucchiara  
Title: Peter Cucchiara  
Vice President

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005407 FRAME: 0560**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

*Applications –*

None.

*Registrations –*

<b>Loan Party Name</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
M.D. On-Line, Inc.	M.D. ON-LINE	2,274,698	8/31/99
M.D. On-Line, Inc.	ACCESS\$ and Design	3,753,398	2/23/10
M.D. On-Line, Inc.	TAKING THE HASSLE OUT OF HEALTHCARE	3,729,455	12/22/09
M.D. On-Line, Inc.	INTIVIA	3,729,454	12/22/09
M.D. On-Line, Inc.	INSYNC	3,796,543	6/1/10
M.D. On-Line, Inc.	SIXTH SENSE	4,313,809	4/2/13
M.D. On-Line, Inc.	CARE ALERT	4,313,807	4/2/13
M.D. On-Line, Inc.	IREP	4,399,793	9/10/13
M.D. On-Line, Inc.	INSTINCTIVE DATA	4,317,833	4/9/13
M.D. On-Line, Inc.	VREP	4,598,495	9/2/14
M.D. On-Line, Inc.	VMSL	4,602,726	9/9/14