

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERMEDIX OFFICE BASED, LLC		12/12/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4236422	MEDIOS	
Registration Number:	4236289	IOS HEALTH SYSTEMS	
Registration Number:	4051686	IOS HEALTH SYSTEMS	
Registration Number:	3847477	MEDIOS PM	
Registration Number:	3840910	HEALTHCARE TECHNOLOGY, MADE EASY	
Registration Number:	3818141	TAKING CARE OF THOSE WHO GIVE CARE	
Registration Number:	3749085	MEDIOS EHR ELECTRONIC HEALTH RECORDS	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		

OP \$190.00 4236422

DATE SIGNED:	12/22/2014
---------------------	------------

Total Attachments: 5

source=Executed Intermedix Office Based LLC Second Lien Trademark Security Agreement (2)#page1.tif

source=Executed Intermedix Office Based LLC Second Lien Trademark Security Agreement (2)#page2.tif

source=Executed Intermedix Office Based LLC Second Lien Trademark Security Agreement (2)#page3.tif

source=Executed Intermedix Office Based LLC Second Lien Trademark Security Agreement (2)#page4.tif

source=Executed Intermedix Office Based LLC Second Lien Trademark Security Agreement (2)#page5.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 12, 2014, by the Grantor listed on the signature page hereto (the “**Grantor**”), in favor of ARES CAPITAL CORPORATION, in its capacities as administrative agent and collateral agent for the Secured Parties (in such capacities, together with its successors and permitted assigns, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Second Lien Security Agreement, dated as of December 27, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the other Secured Parties to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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 unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Administrative Agent shall, at the expense of the Grantor, 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 Trademarks under this Trademark Security Agreement (other than contingent indemnification obligations).

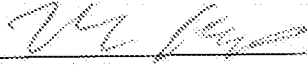
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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.

[Signature pages follow.]

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.

INTERMEDIX OFFICE BASED, LLC,
as Grantor

By: 
Name: Pamela Krop
Title: Senior Vice President, General Counsel
and Secretary

[Trademark Security Agreement]

TRADEMARK
REEL: 005424 FRAME: 0540

ARES CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: **Scott Lem**
Title: ~~Its Designated~~ **Authorized Signatory**




[Trademark Security Agreement]

TRADEMARK
REEL: 005424 FRAME: 0541

SCHEDULE I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	DESCRIPTION
Intermedix Office Based, LLC	4236422	MEDIOS
Intermedix Office Based, LLC	4236289	IOS HEALTH SYSTEMS and Design 
Intermedix Office Based, LLC	4051686	IOS HEALTH SYSTEMS and Design 
Intermedix Office Based, LLC	3847477	MEDIOS PM
Intermedix Office Based, LLC	3840910	HEALTHCARE TECHNOLOGY, MADE EASY
Intermedix Office Based, LLC	3818141	TAKING CARE OF THOSE WHO GIVE CARE
Intermedix Office Based, LLC	3749085	MEDIO EHR ELECTRONIC HEALTH RECORDS 

Trademark Applications:

None.