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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM327077

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INTERMEDIX OFFICE BASED, LLC		12/12/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

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: 4045725100

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: 404-572-3431

Email: cfraser@kslaw.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	INTERMEDIX-15009.009033	
NAME OF SUBMITTER:	Carol Fraser	

TRADEMARK REEL: 005425 FRAME: 0363

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SIGNATURE:	//Carol Fraser//
DATE SIGNED:	12/22/2014

Total Attachments: 5

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TRADEMARK REEL: 005425 FRAME: 0364

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 GENERAL ELECTRIC 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**").

<u>WITNESSETH</u>:

WHEREAS, the Grantor is party to a First 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. <u>Defined Terms</u>. 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. <u>Grant of Security Interest in Trademark Collateral</u>. 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. <u>Termination</u>. 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 and letter of credit obligations that have been cash-collateralized in a manner reasonably satisfactory to the Administrative Agent and the L/C Issuer).

SECTION 5. <u>Counterparts</u>. 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.

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SECTION 6. <u>Governing Law</u>. 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

Name: Pamela Krop

Title: Senior Vice President, General Counsel

and Secretary

GENERAL ELECTRIC CAPITAL CORPORATION,

as Administrative Agent

By: Yawa & Deangelis Name: LAURA S. DEANGELIS

Title: Its Duly Authorized Signatory

[Trademark Security Agreement]

TRADEMARK REEL: 005425 FRAME: 0368

SCHEDULE I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

	DECICED ATTION	
OWNER	REGISTRATION NUMBER	DESCRIPTION
Intermedix Office Based, LLC	4236422	MEDIOS
Intermedix Office Based, LLC	4236289	IOS HEALTH SYSTEMS
,		and Design
		IOS Health Systems
Intermedix Office Based, LLC	4051686	IOS HEALTH SYSTEMS
,		and Design
		O CONTRACTOR OF THE STATE OF TH
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
		electronic health records

Trademark Applications:

None.

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RECORDED: 12/22/2014

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