

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327810

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ehealth Solutions, Inc.		10/27/2014	CORPORATION: DELAWARE
EMR Acquisition, LLC		10/27/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2269377	CYMEDIX	
Registration Number:	2409248	CYMEDIX.COM	
Registration Number:	2316240	LYNX	
Registration Number:	3505305	MOBILE, INFORMED & CONNECTED	
Registration Number:	3345730	SIGMACARE	
Registration Number:	3255569	SIGMACARE	
Registration Number:	3255567	SIGMA HEALTH	
Registration Number:	3345729	SIGMAPOINT	
Registration Number:	3255568	SIGMA POINT	
Registration Number:	3327691	SIGMASAFE	
Registration Number:	3570536	SIGMA SAFE	
Registration Number:	4168216	6N ORDERS	
Registration Number:	4164855	6N EMR	
Registration Number:	4150431	6N CARE CHART	
Registration Number:	4402509	HOMECARECRM	
CORRESPONDENCE DATA			
Fax Number:	2027393001		

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TRADEMARK

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: 202-739-3000
Email: jennifer.evans@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	058438-0539
NAME OF SUBMITTER:	Jennifer C. Evans
SIGNATURE:	/jce/
DATE SIGNED:	01/02/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of October, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its permitted successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 27, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among eHealth Solutions Inc., a Delaware corporation ("eHealth"), EMR Acquisition LLC ("Acquisition Co." and together with eHealth and any other Person that joins the Credit Agreement as a Borrower in accordance with the terms thereof, each individually a "Borrower", and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its permitted successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of October 27, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks including those referred to on Schedule I and all Trademark Intellectual Property Licenses to which it is a party;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

EHEALTH SOLUTIONS INC.,
a Delaware corporation

By: 

Name: Michael Mosterman

Title: CEO

EMR ACQUISITION LLC,
a Delaware limited liability company

By: eHealth Solutions Inc.,
a Delaware corporation,
its sole member and manager

By: 

Name: Michael Mosterman

Title: CEO

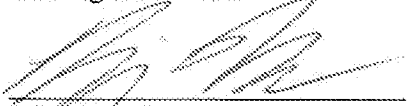
[Signature page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By:



Name: 
Brian Velardo
Its Authorized Signatory

[Signature page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
eHealth Solutions Inc.	United States	CYMEDIX	2269377	8/10/1999
eHealth Solutions Inc.	United States	CYMEDIX.COM	2409248	11/28/2000
eHealth Solutions Inc.	United States	LINKS	2316240	2/8/2000
eHealth Solutions Inc.	United States	MOBILE, INFORMED & CONNECTED	3505305	9/23/2008
eHealth Solutions Inc.	United States	SIGMACARE	3345730	11/27/2007
eHealth Solutions Inc.	United States	SIGMACARE and Design 	3255569	6/26/2007
eHealth Solutions Inc.	United States	SIGMAHEALTH	86091394	10/15/2013
eHealth Solutions Inc.	United States	SIGMAHEALTH	77778496	7/10/2009
eHealth Solutions Inc.	United States	SIGMAHEALTH	78804707	8/3/2009
eHealth Solutions Inc.	United States	SIGMAHEALTH and Design 	85273699	3/22/2011
eHealth Solutions Inc.	United States	SIGMAHEALTH and Design 	3255567	4/21/2006
eHealth Solutions Inc.	United States	SIGMAPOINT	3345729	11/24/2007
eHealth Solutions Inc.	United States	SIGMAPOINT and Design	3255568	6/26/2007

				
eHealth Solutions Inc.	United States	SIGMASAFE	3327691	10/30/2007
eHealth Solutions Inc.	United States	SIGMASAFE and Design 	3570536	2/3/2009
eHealth Solutions Inc.	United States	6N ORDERS	4168216	7/3/2012
eHealth Solutions Inc.	United States	6N EMR	4164855	6/26/2012
eHealth Solutions Inc.	United States	6N CARE CHART	4150431	5/29/2012
EMR Acquisition LLC	United States	HEMOCARECRM	4402509	9/17/2013