

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRECISION.BI, LLC		12/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
PREMIER PHYSICIAN MANAGEMENT SERVICES, LLC		12/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL, LLC		
Street Address:	7255 Woodmont Ave, Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3185260	PRECISION.BI	
Registration Number:	3405590	PARTNERS IN PRACTICE	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7943		
Email:	skowalski@vedderprice.com		
Correspondent Name:	Sylvia Kowalski		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	41012000152 - SCHOENDORFF		
NAME OF SUBMITTER:	Sylvia Kowalski		
SIGNATURE:	/Sylvia Kowalski/		
DATE SIGNED:	01/21/2015		
Total Attachments: 8			

CH \$65.00 3185260

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 31st day of December, 2014 by and between **MIDCAP FINANCIAL, LLC**, a Delaware limited liability company ("Administrative Agent") and **PRECISION.BI, LLC**, a Delaware limited liability company and **PREMIER PHYSICIAN MANAGEMENT SERVICES, LLC**, a Delaware limited liability company (collectively, the "Grantor").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit and Guaranty Agreement by and between Administrative Agent, the Lenders and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Administrative Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement and that certain Security and Pledge Agreement dated as of the date hereof by and among Administrative Agent, Grantor, and certain affiliates of Grantor (the "Security Agreement"), Grantor has granted to Administrative Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Administrative Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, which are set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same which are set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks which are set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks and Patents; and

(f) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Administrative Agent, for the ratable benefit of the Lenders, under the Security Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, the Security Agreement, and the other Financing Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement, the Security Agreement, or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement, the Security Agreement, or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies. This Intellectual Property Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office or Copyright] Office, as applicable.

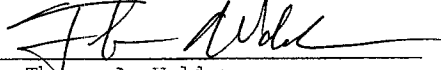
[Signature page follows.]

(Signature Page to Intellectual Property Security Agreement)

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:


MERIDIAN BILLING MANAGEMENT CO., a Vermont corporation

By: 
Name: Thomas A. Waldman
Title: Vice President and Secretary

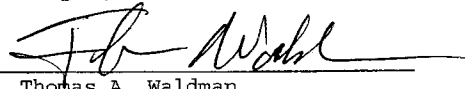
Address of Grantor:

c/o the Gores Group, LLC
9800 Wilshire Boulevard
Beverly Hills, California 90212
Attention: James Oh


ORIGIN HOLDINGS INC., a Delaware corporation

By: 
Name: Thomas A. Waldman
Title: Vice President and Secretary


ORIGIN PARENT LLC, a Delaware limited liability company

By: 
Name: Thomas A. Waldman
Title: Vice President and Secretary

ORIGIN HEALTHCARE SOLUTIONS LLC, a Delaware limited liability company

By: 
Name: Thomas A. Waldman
Title: Vice President and Secretary

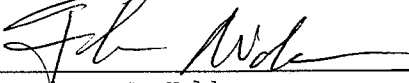
PRECISION.BI, LLC, a Delaware limited liability company

By: 
Name: Thomas A. Waldman
Title: Vice President and Secretary

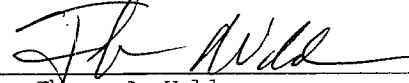
(Signature Page to Intellectual Property Security Agreement)

GRANTOR:

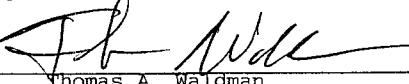
HEALTH CARE MANAGEMENT GROUP, LLC, a Maryland limited liability company

By: 
Name: Thomas A. Waldman
Title: Vice President and Secretary

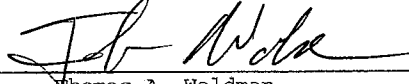
MEDCON ACQUISITION, L.L.C., a Delaware limited liability company

By: 
Name: Thomas A. Waldman
Title: Vice President and Secretary


SSIMED, LLC, a Delaware limited liability company

By: 
Name: Thomas A. Waldman
Title: Vice President and Secretary

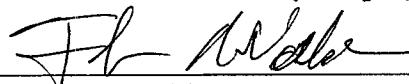
PARTNERSINSCRIBE, LLC, a Florida limited liability company

By: 
Name: Thomas A. Waldman
Title: Vice President and Secretary

PREMIER PHYSICIAN MANAGEMENT SERVICES, LLC, a Delaware limited liability company

By: 
Name: Thomas A. Waldman
Title: Vice President and Secretary

GORES MERIDIAN MEDICAL HOLDINGS, LLC, a Delaware limited liability company

By: 
Name: Thomas A. Waldman
Title: Vice President and Secretary

(Signature Page to Intellectual Property Security Agreement)

ADMINISTRATIVE AGENT:

MIDCAP FINANCIAL, LLC, a Delaware
limited liability company, as Administrative
Agent

Address of Administrative Agent:

7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attn: Account Manager for Meridian
Medical transaction

By: _____



Michael Min
Director

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None		

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None		

EXHIBIT C

Trademarks

1. PRECISION.BI (U.S. Reg. No. 3185260)
REGISTRANT: Precision.BI LLC
2. PARTNERS IN PRACTICE (U.S. Reg. No. 3405590)
REGISTRANT: Premier Physician Management Services, LLC d/b/a Partners in Practice