

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332340

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Corepoint Health, LLC		02/17/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Pacific Western Bank, as Agent		
Street Address:	5404 Wisconsin Avenue		
Internal Address:	2nd Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	State Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2819165	NEOTOOL	
Registration Number:	3693725	CAREAGENT	
Registration Number:	3693871	COREPOINT HEALTH	
Registration Number:	3400000	NEOTOOL	
Registration Number:	4585256	COREPOINT OUTREACH MANAGER	
Registration Number:	4065877	COREPOINT ACTION POINTS	
Registration Number:	4065872	COREPOINT HEALTH	
Registration Number:	4065876	COREPOINT OPERATIONS MONITOR	
Registration Number:	4069660	COREPOINT COMMUNITY EXCHANGE	
Registration Number:	4069661	COREPOINT INTEGRATION ENGINE	
Registration Number:	4187419	CAREZONE	
Registration Number:	4187420	GEN I	
Registration Number:	2797181	NEOTOOL DEVELOPMENT	
CORRESPONDENCE DATA			
Fax Number:	4044435697		
<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>			

OP \$340.00 2819165

Phone: 704-343-2335
Email: lallen@mcguirewoods.com
Correspondent Name: My Ngo, Esq.
Address Line 1: McGuireWoods LLP
Address Line 2: 1230 Peachtree Street, N.E. Suite 2100
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 2064420-0010 COREPOINT

NAME OF SUBMITTER: Latosha E. Allen

SIGNATURE: /Latosha E. Allen/

DATE SIGNED: 02/17/2015

Total Attachments: 4

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source=Corepoint - Trademark Security Agreement #page4.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 17, 2015, is made by Corepoint Health, LLC (the "Grantor"), in favor of Pacific Western Bank, as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 17, 2015 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among Corepoint Health, LLC, a Texas limited liability company ("Borrower"), the other Credit Parties party thereto, Agent, Pacific Western Bank, as Lead Arranger and Bookrunner, and the Lenders from time to time parties thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to a Security Agreement of even date herewith in favor of Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), 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 Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Lender Parties, and grants to Agent for the benefit of the Lender Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all Trademark Licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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.

Very truly yours,

COREPOINT HEALTH, LLC, as Grantor



By: 
Name: Phillip Guy
Title: Chief Executive Officer

COREPOINT HEALTH, LLC
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 005461 FRAME: 0098

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Mark	App. No. / App. Date	Reg. No. / Reg. Date
NEOTOOL	76/479,489 / 30-Dec-2002	2,819,165 / 2-Mar-2004
CAREAGENT	77/503,124 / 19-Jun-2008	3,693,725 / 6-Oct-2009
COREPOINT HEALTH	77/553,675 / 22-Aug-2008	3,693,871 / 6-Oct-2009
NEOTOOL and Design 	78/902,334 / 6-Jun-2006	3,400,000 / 18-Mar-2008
COREPOINT OUTREACH MANAGER	85/800,179 / 11-Dec-2012	4,585,256 / 12-Aug-2014
COREPOINT ACTION POINTS	85/167,321 / 2-Nov-2010	4,065,877 / 6-Dec-2011
COREPOINT HEALTH and Design 	85/166,860 / 2-Nov-2010	4,065,872 / 6-Dec-2011
COREPOINT OPERATIONS MONITOR	85/167,198 / 2-Nov-2010	4,065,876 / 6-Dec-2011
COREPOINT COMMUNITY EXCHANGE	85/167,127 / 2-Nov-2010	4,069,660 / 13-Dec-2011
COREPOINT INTEGRATION ENGINE	85/167,162 / 2-Nov-2010	4,069,661 / 13-Dec-2011
CAREZONE	85/166,812 / 2-Nov-2010	4,187,419 / 7-Aug-2012
GEN I	85/166,837 / 2-Nov-2010	4,187,420 / 7-Aug-2012
NEOTOOL DEVELOPMENT	76/479,488 / 30-Dec-2002	2,797,181 / 23-Dec-2003