

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334132

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QH Acquisition Sub, LLC		03/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Harbert Mezzanine Partners III, LP		
Street Address:	2100 Third Avenue North, Suite 600		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35203		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3609726	HEALTHOGRAPHICS	
Registration Number:	3479836	QH EXTEND	
Registration Number:	3479837	QH CONNECT	
Registration Number:	2940053	QUALITYHEALTH	
Registration Number:	3260756	QUALITYHEALTH.COM	
CORRESPONDENCE DATA			
Fax Number:	4237858480		
<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:	4237858295		
Email:	pliner@millermartin.com		
Correspondent Name:	Patricia P. Liner		
Address Line 1:	832 Georgia Avenue		
Address Line 2:	Suite 1200 Volunteer Building		
Address Line 4:	Chattanooga, TENNESSEE 37402-2289		
ATTORNEY DOCKET NUMBER:	25385-0005		
NAME OF SUBMITTER:	Patricia P. Liner		
SIGNATURE:	/Patricia P. Liner/		
DATE SIGNED:	03/05/2015		

CH \$140.00 3609726

Total Attachments: 2

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MEMORANDUM OF SECURITY AGREEMENT

(TRADEMARKS)

Pursuant to a Loan and Security Agreement dated March 8, 2013 (as amended, the "Loan Agreement"), QH Acquisition Sub, LLC, a Delaware limited liability company (the "Pledgor"), has granted to Harbert Mezzanine Partners III, LP, a Delaware limited partnership (the "Secured Party"), a continuing security interest in, and a continuing lien upon, the Collateral (as that term is defined in the Loan Agreement), including the trademarks listed on the annexed Schedule 1, and all applications, registrations, renewals and proceeds (including accounts receivable and royalties) thereof (the "Trademarks"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks. The Secured Party's security interest in the Trademarks can be terminated only in accordance with the terms of the Loan Agreement.

Dated: March 5, 2015

QH ACQUISITION SUB, LLC

By: Colin B. Daniel
Name: Colin B. Daniel
Title: VP Finance

Schedule 1

<u>TRADEMARK</u>	<u>OWNER</u>	<u>STATUS</u>	<u>SERIAL No.</u>
HEALTHOGRAPHICS	QH Acquisition Sub, LLC	Registered	77346123
QH EXTEND	QH Acquisition Sub, LLC	Registered	77346160
QH CONNECT	QH Acquisition Sub, LLC	Registered	77346165
QUALITYHEALTH	QH Acquisition Sub, LLC	Registered	78392966
QUALITYHEALTH.COM	QH Acquisition Sub, LLC	Registered	78937677