

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335848

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Procura USA Holdings, Inc.		03/06/2015	CORPORATION: DELAWARE
Procura Holdings, Inc.		03/06/2015	CORPORATION: MICHIGAN
Procura, LLC		03/06/2015	LIMITED LIABILITY COMPANY: MICHIGAN
ContinuLink, LLC		03/06/2015	LIMITED LIABILITY COMPANY: DELAWARE
Indura Systems, Inc.		03/06/2015	CORPORATION: CALIFORNIA
Develus Systems Inc.		03/06/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	2450 Colorado Avenue, Ste 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3995481	HSA PROTRAK	
Registration Number:	3908985	YOUR LINK TO THE CONTINUUM OF CARE	
Registration Number:	3920649	CONTINULINK	
Registration Number:	3917752	CONTINULINK	
Registration Number:	4086257	YOU FOCUS ON THE CARE. WE'LL TAKE CARE O	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergekohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		

OP \$140.00 3995481

Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.414
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	03/22/2015

Total Attachments: 7
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US TRADEMARK SECURITY AGREEMENT

This US TRADEMARK SECURITY AGREEMENT (this "US Trademark Security Agreement") is made this 6th day of March, 2015, 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 successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 6, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Procura USA Holdings, Inc., a Delaware corporation, as parent ("Parent"), Develus Systems Inc., a British Columbia corporation ("Canadian Borrower"), Procura Holdings, Inc., a Michigan corporation ("US Borrower"; and together with Canadian Borrower, "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), Agent, as administrative agent and United States administrative agent and collateral agent for each member of the Lender Group and the Bank Product Providers, and Wells Fargo Capital Finance Corporation Canada, an Ontario corporation, as Canadian administrative agent and collateral agent for each member of the Lender Group and the Bank Product Providers, 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 the 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 March 6, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "US Guaranty and Security Agreement"); and

WHEREAS, pursuant to the US 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 US 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 US Guaranty and Security Agreement

or, if not defined therein, in the Credit Agreement, and this US Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the US 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, assigns, 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 US 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 and Trademark Intellectual Property Licenses to which it is a party including those registered Trademarks referred to on Schedule I;

(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 US 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 US 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 US 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 US 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 US 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 US Trademark Security Agreement and the US Guaranty and Security Agreement, the US Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this US Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this US 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 US 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 US Trademark Security Agreement is a Loan Document. This US 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 US Trademark Security Agreement. Delivery of an executed counterpart of this US 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 US Trademark Security Agreement. Any party delivering an executed counterpart of this US Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this US Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this US 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 SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

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

GRANTORS:

PROCURA USA HOLDINGS, INC., a Delaware corporation

By: 
Name: Scott Overhill
Title: President

PROCURA HOLDINGS, INC., a Michigan corporation

By: 
Name: Scott Overhill
Title: President

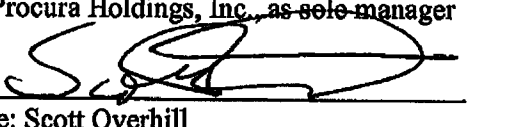
PROCURA, LLC, a Michigan limited liability company

By: Procura Holdings, Inc. as sole manager

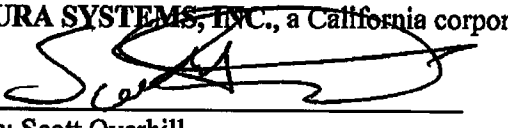
By: 
Name: Scott Overhill
Title: President

CONTINULINK, LLC, a Delaware limited liability company

By: Procura Holdings, Inc. as sole manager

By: 
Name: Scott Overhill
Title: President

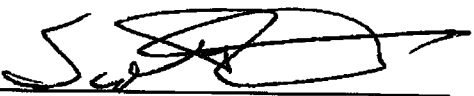
INDURA SYSTEMS, INC., a California corporation

By: 
Name: Scott Overhill
Title: President

[SIGNATURE PAGE TO US TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005483 FRAME: 0282

DEVELUS SYSTEMS INC., a British Columbia
corporation

By: 
Name: Scott Overhill
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: _____
Name: Tram P. Foster
Title: Its Authorized Signatory

[SIGNATURE PAGE TO US TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005483 FRAME: 0283


**DEVELUS SYSTEMS INC., a British Columbia
corporation**

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association**

By:  _____
Name: Tram P. Foster
Title: Its Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Indura Systems, Inc.: None.

Procura USA Holdings, Inc.: None.

Procura Holdings, Inc.: None.

Procura, LLC:

Mark	Country	Application/ Registration No.	Reg./Filing Date
HSA PROTRAK	United States	3995481	08/25/2010

ContinuLink, LLC:⁷

Mark	Country	Application/ Registration No.	Reg./Filing Date
YOUR LINK TO THE CONTINUUM OF CARE	United States	3908985	10/09/2009
CONTINULINK	United States	3920649	08/26/2009
CONTINULINK	United States	3917752	08/26/2009
PROCURA	Canada	TMA428367	06/03/1994
You focus on the care. We'll take care of the business. ⁸	United States	4086257	01/17/12

⁷ The listed trademarks have been assigned from ContinuLink, LLC to Develus Systems Inc. and such assignment will be registered with the trademark office after closing.

⁸ This trademark is currently registered to ContinuLink Health Technologies, LLC and was assigned by ContinuLink Health Technologies, LLC to ContinuLink, LLC and such assignment will be registered with the trademark office after closing.