

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H & R ACCOUNTS, INC. (d/b/a Avadyne Health)		03/31/2015	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Lenders		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4374983	AVADYNE HEALTH	
Registration Number:	4374964	AVADYNE HEALTH	
Serial Number:	85858452	REVENUE CYCLE SAFETYNET	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	(612) 492-6819		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Evan P. Everist, DORSEY & WHITNEY LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Evan P. Everist		
SIGNATURE:	/Evan P. Everist/		
DATE SIGNED:	04/01/2015		
Total Attachments: 4			
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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST TRADEMARKS (this "Confirmatory Grant") is made effective as of March 31, 2015, by and from the grantor party hereto (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, H & R Accounts, Inc. (d/b/a Avadyne Health), an Illinois corporation (the Borrower"), the Lenders, and the Secured Party, one of the Lenders, as administrative agent for the Lenders (the "Administrative Agent"), and letter of credit issuer, have entered into a Second Amended and Restated Credit Agreement dated as of December 31, 2012 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement") pursuant to which such lenders agreed, among other things, to extend to the Borrower certain credit accommodations;

WHEREAS, the Borrower has requested that the Secured Party and Lenders amend and restate the Existing Credit Agreement, by executing the Third Amended and Restated Credit Agreement dated concurrently herewith by and among the Borrower, the Secured Party and each of the Lenders from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantor has granted security interests to the Secured Party under that certain Amended and Restated Pledge and Security Agreement and Irrevocable Proxy dated as of January 12, 2012, (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Security Agreement");

WHEREAS, the Grantor has requested that the Secured Party and the Lenders amend and restate the Existing Credit Agreement, by executing the Second Amended and Restated Pledge and Security Agreement and Irrevocable Proxy dated concurrently herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by each Grantor party thereto in favor of the Secured Party;

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default shall occur and be continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

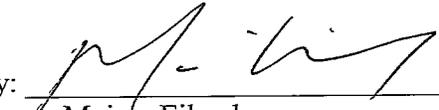
(d) Notwithstanding the immediately preceding Section 2(b), this Confirmatory Grant will not relate to or affect Grantor's trademark applications based on intent-to-use trademarks—which are identified in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

GRANTOR:

H & R ACCOUNTS, INC. (d/b/a Avadyne Health)

By: 
Name: Moises Eilemberg
Title: Chief Executive Officer

7017 John Deere Parkway
Moline, IL 61265
Attention: Moises Eilemberg
Telephone: (309) 736-2255
FAX: (309) 797-9856

Name and address of Secured Party:

U.S. Bank National Association, as Administrative Agent
800 Nicollet Mall
Minneapolis, MN 55402

Confirmatory Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005490 FRAME: 0081

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Mark	Status	Reg. No.	Reg. Date
AVADYNE HEALTH 	Registered	4374983	30-JUL-2013
AVADYNE HEALTH	Registered	4374964	30-JUL-2013
REVENUE CYCLE SAFETYNET	PUBLISHED (PENDING) Intent to Use	App. No. 85858452	App. Date 24-FEB-2013