

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM337463

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MedHOK HealthCare Solutions, LLC		04/07/2015	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	General Electric Capital Corporation, as Agent
<b>Street Address:</b>	Two Bethesda Metro Center
<b>Internal Address:</b>	Suite 600
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4444657	CONNECTING HEALTHCARE IMPROVING LIVES
Registration Number:	4448565	IMPROVING LIVES BY CONNECTING HEALTHCARE
Registration Number:	4448795	360MEMBER
Registration Number:	4448796	360QUALITY
Registration Number:	4397647	360HEDIS
Registration Number:	4401541	360STAR
Registration Number:	4456144	360HCC
Registration Number:	4397648	360COMPLIANCE
Registration Number:	4444881	360EPA
Registration Number:	4484726	MEDHOK

## CORRESPONDENCE DATA

Fax Number: 3129939767

*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.*

Phone: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham &amp; Watkins

Address Line 1: 330 N. Wabash Avenue

OP \$265.00 4444657

**Address Line 2:** Suite 2800  
**Address Line 4:** Chicago, ILLINOIS 60611

**NAME OF SUBMITTER:** Linda Kastner

**SIGNATURE:** /lk/

**DATE SIGNED:** 04/07/2015

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 7, 2015, is made by the entity listed on the signature page hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 7, 2015 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the MedHOK, Inc., a Delaware corporation (the "Borrower"), the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as administrative agent and collateral agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to guarantee the Guaranteed Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor is a party to 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, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers 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 Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured 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 (but excluding any intent-to-use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto), 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. To the extent of any conflict between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility at its discretion for the prosecution, defense, enforcement or any other (in the Grantor's judgment) necessary or desirable actions in connection with their Trademarks and IP 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 PAGES FOLLOW]**

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.

**MEDHOK HEALTHCARE SOLUTIONS, LLC,**  
as Grantor

By:   
Name: M. Salome Isbell  
Title: Chief Financial Officer, Treasurer  
and Secretary

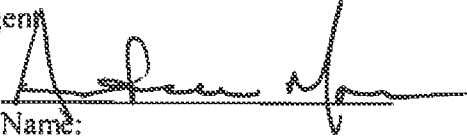
*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005493 FRAME: 0540**

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:



Name: \_\_\_\_\_

Title: Duly Authorized Signatory

Andrew D Moore  
Duly Authorized Signatory

*{Signature Page to Trademark Security Agreement}*

TRADEMARK  
REEL: 005493 FRAME: 0541

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

1. REGISTERED TRADEMARKS

<b>Grantor</b>	<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
MedHOK HealthCare Solutions, LLC	Connecting Healthcare Improving Lives	85634434	May 24, 2012	4444657	December 3, 2013
MedHOK HealthCare Solutions, LLC	Improving Lives By Connecting Healthcare	85634484	May 24, 2012	4448565	December 10, 2013
MedHOK HealthCare Solutions, LLC	360MEMBER	85712269	August 24, 2012	4448795	December 10, 2013
MedHOK HealthCare Solutions, LLC	360QUALITY	85712294	August 24, 2012	4448796	December 10, 2013
MedHOK HealthCare Solutions, LLC	360HEDIS	85712303	August 24, 2012	4397647	September 3, 2013
MedHOK HealthCare Solutions, LLC	360STAR	85712319	November 20, 2012	4401541	September 10, 2013
MedHOK HealthCare Solutions, LLC	360HCC	85712322	August 24, 2012	4456144	December 24, 2013
MedHOK HealthCare Solutions, LLC	360COMPLIANCE	85712330	August 24, 2012	4397648	September 3, 2013
MedHOK HealthCare	360EPA	85724356	September 10, 2012	4444881	December 3,

Solutions, LLC					2013
MedHOK HealthCare Solutions, LLC	MedHOK	86004283	July 8, 2013	4484726	February 18, 2014

2. TRADEMARK APPLICATIONS

None.