

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345694

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Censeo Health LLC		06/22/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Capital Bank, National Association, as Administrative Agent		
Street Address:	2000 McKinney Avenue		
Internal Address:	Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4300818	CARECURRENT	
Serial Number:	86340616	CENSEOCAREDIRECT	
Serial Number:	86340598	CENSEOCARECONNECT	
Serial Number:	86340632	CENSEOCARERX	
Serial Number:	86340606	CENSEOCAREDIRECT	
Serial Number:	86340584	CENSEOCARECONNECT	
Serial Number:	86340527	CENSEOCARECONSULT	
Serial Number:	86340493	CENSEOCARE ANYWHERE.	
Serial Number:	86340471	CENSEOHEALTH CARE ANYWHERE.	
Serial Number:	86340400	CENSEOHEALTH CARE ANYWHERE.	
Serial Number:	86340650	CENSEOCARERX	
Serial Number:	86340565	CENSEOCARECONSULT	
Serial Number:	86340512	CARE ANYWHERE.	
Serial Number:	86282043	CENSEOHEALTH	
Serial Number:	86282029	CENSEOHEALTH	
CORRESPONDENCE DATA			
Fax Number:	2147455390		

CH \$390.00 4300818

TRADEMARK

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: 214-745-5226
Email: AWALKER@WINSTEAD.COM
Correspondent Name: Andrea Walker, Winstead PC
Address Line 1: P. O. Box 131851
Address Line 4: Dallas, TEXAS 75313-1851

ATTORNEY DOCKET NUMBER:	13278-433 TMSAGRCENSEO
NAME OF SUBMITTER:	Andrea Walker
SIGNATURE:	/Andrea Walker/
DATE SIGNED:	06/24/2015

Total Attachments: 6

source=13278-433 signed Trademark Security Agreement, Censeo Health-Texas Capital Bank#page1.tif
source=13278-433 signed Trademark Security Agreement, Censeo Health-Texas Capital Bank#page2.tif
source=13278-433 signed Trademark Security Agreement, Censeo Health-Texas Capital Bank#page3.tif
source=13278-433 signed Trademark Security Agreement, Censeo Health-Texas Capital Bank#page4.tif
source=13278-433 signed Trademark Security Agreement, Censeo Health-Texas Capital Bank#page5.tif
source=13278-433 signed Trademark Security Agreement, Censeo Health-Texas Capital Bank#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) dated as of June 22, 2015, is made Censeo Health LLC, a Delaware limited liability company (“*Debtor*”), and Texas Capital Bank, National Association, as Administrative Agent (“*Secured Party*”), for each of the Secured Creditors.

Background.

Secured Party, Debtor and the Lenders party thereto have entered into the Credit Agreement dated as of June 22, 2015 (such agreement, as hereafter amended, modified, supplemented or amended and restated from time to time, the “*Credit Agreement*”).

In connection with the Credit Agreement, Debtor and Secured Party have executed and delivered the Security Agreement dated as of June 22, 2015 (such agreement, together with all amendments and restatements thereto, the “*Security Agreement*”).

Pursuant to the Credit Agreement and the Security Agreement, Debtor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

Debtor has duly authorized the execution, delivery and performance of this Agreement.

Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Secured Creditors to (a) make the Loans and issue Letters of Credit under the Credit Agreement and to extend other credit and financial accommodations under the Loan Documents, and (b) make financial accommodations under Bank Product Agreements, Debtor hereby agrees with Secured Party, for its benefit and the benefit of other Secured Creditors, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance, as the case may be, in full of Secured Obligations, Debtor hereby assigns to, and pledges and grants to Secured Party, for the benefit of Secured Creditors, a security interest in the entire right, title, and interest of Debtor in and to all of the following property, whether now owned or hereafter acquired or existing (the “Trademark Collateral”):

- (a) All Trademarks referred to in Schedule 1 attached hereto;
- (b) all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing; and

(c) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party for its benefit and the benefit of each Secured Creditor under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party and each Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

CENSEO HEALTH LLC

By: Melissa M. Cooke
Melissa M. Cooke
Chief Financial Officer

Signature Page to Trademark Security Agreement

4830-9293-6821 v.1
13278-433 6/17/2019

TRADEMARK
REEL: 005559 FRAME: 0983

SECURED PARTY:

TEXAS CAPITAL BANK, National Association,
as Administrative Agent, as Secured Party

By: William J. Kelly, Sr.
Print Name: William J. Kelly
Print Title: Senior Vice President

Signature Page to Trademark Security Agreement





4830-9223-6121x-1
13278-433-6177/2015



TRADEMARK
REEL: 005559 FRAME: 0984

Trademarks Registration

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status
CARECURRENT	85670655 July 6, 2012	4300818 March 12, 2013	Registered

Trademark Applications

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status
 CenseoCareDirect	86340616 July 17, 2014	N/A	Pending
 CenseoCareConnect	86340598 July 17, 2014	N/A	Pending
CENSEOCARERX	86340632 July 17, 2014	N/A	Published
CENSEOCAREDIRECT	86340606 July 17, 2014	N/A	Published
CENSEOCARECONNECT	86340584 July 17, 2014	N/A	Published
CENSEOCARECONSULT	86340527 July 17, 2014	N/A	Published
CENSEOCARE ANYWHERE.	86340493 July 17, 2014	N/A	Published
 CenseoHealth Care anywhere.	86340471 July 17, 2014	N/A	Published
CENSEOHEALTH CARE ANYWHERE.	86340400 July 17, 2014	N/A	Published
 CenseoCareRx	86340650	N/A	Pending

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status
	July 17, 2014		
 CenseoCareConsult	86340565 July 17, 2014	N/A	Pending
CARE ANYWHERE.	86340512 July 17, 2014	N/A	Suspended
 CenseoHealth	86282043 May 15, 2014	N/A	Pending
CENSEOHEALTH	86282029 May 15, 2014	N/A	Pending