

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM345983

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OPTIMA HEALTHCARE SOLUTIONS, LLC		06/26/2015	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	national banking association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86501009	PROVIDER CONNECT	
<b>Serial Number:</b>	86330810	REHABOPTIMA5	
<b>Registration Number:</b>	2914548	REHAB OPTIMA	
<b>Registration Number:</b>	2899685	GIFTRAP HEALTH CARE SOLUTIONS	
<b>Registration Number:</b>	3037510	QI PROACTIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			
<b>Phone:</b>	215-569-5619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-15034		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		

OP \$140.00 86501009

<b>DATE SIGNED:</b>	06/26/2015
<b>Total Attachments: 5</b> source=tab 11 - Trademark Security Agreement (fully executed)#page1.tif source=tab 11 - Trademark Security Agreement (fully executed)#page2.tif source=tab 11 - Trademark Security Agreement (fully executed)#page3.tif source=tab 11 - Trademark Security Agreement (fully executed)#page4.tif source=tab 11 - Trademark Security Agreement (fully executed)#page5.tif	

## **SECURITY AGREEMENT**

### **(TRADEMARKS)**

June 26, 2015

WHEREAS, OPTIMA HEALTHCARE SOLUTIONS, LLC, a Florida limited liability company (the "Grantor"), has adopted, used and is using the trademarks listed opposite the Grantor's name on the annexed Schedule 1, annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor is obligated to PNC BANK, NATIONAL ASSOCIATION, as agent for the below-defined Lenders ("Grantee"), and the other Secured Parties, as defined in the Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (the "Loan Agreement"), by and among (1) OHS OPTIMA HOLDINGS, LLC ("Holdings"), (2) Grantor, (3) such other Persons as may hereafter become Borrowers thereunder, (4) the Persons which are now or which hereafter become a lender thereunder (collectively, the "Lenders" and each individually a "Lender") and (5) Grantee for the payment and performance of the Obligations (as defined in the Loan Agreement); and

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to Grantee a security interest in all right, title and interest of the Grantor in and to its general intangibles, including, without limitation, the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant or reaffirm its prior grant pursuant to the Loan Agreement, as the case may be, to Grantee of a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted or reaffirmed hereby, as the case may be, are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is PNC Bank, National Association, 575 Market Street, 29<sup>th</sup> Floor, San Francisco, California 94105, Attention: Sharmila Kumar.

THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Grantor has caused this Security Agreement (Trademarks) to be duly executed by its officer thereunto duly authorized as of the date first written above.

**OPTIMA HEALTHCARE SOLUTIONS,  
LLC,**

a Florida limited liability company

By: 

Name: Josh Pickus

Title: Chief Executive Officer

ACCEPTED AND  
ACKNOWLEDGED BY:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

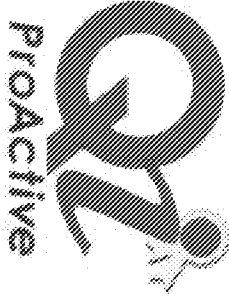
By:   
Name: George Mansour  
Title: Vice President

**SCHEDULE I TO SECURITY AGREEMENT**

**TRADEMARKS**

Mark Name	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)	Serial Number	Status
PROVIDER CONNECT	Optima Healthcare Solutions, LLC	(1/12/2015)	(86/501009)		LIVE
RehabOptima5 REHABOPTIMA5	Optima Healthcare Solutions, LLC	(7/8/2014)	(86/330810)		ABANDONED
Rehab Optima REHAB OPTIMA	Optima Healthcare Solutions, LLC	12/28/14	2914548	78285711	LIVE
GiftrAP Health Care Solutions GIFTRAP HEALTH CARE SOLUTIONS	Optima Healthcare Solutions, LLC	11/2/2004	2899685	78370369	LIVE

Security Agreement (Trademarks)

 <b>Q1 PROACTIVE</b>	<b>Optima Healthcare Solutions, LLC</b>	<b>1/3/2006</b>	<b>3037510</b>		<b>LIVE</b>
--	---	-----------------	----------------	--	-------------

Security Agreement (Trademarks)

Schedule I – Page 2