

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM347304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CareCentrix, Inc.		07/08/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86509296	HOMEBRIDGE	
Serial Number:	86459739	CARECENTRIX IT PAYS TO CARE AT HOME	
Serial Number:	86459668	CARECENTRIX	
Serial Number:	86459259	IT PAYS TO CARE AT HOME.	
Registration Number:	2583399	CARECENTRIX	
Registration Number:	2636485	CARECENTRIX	
Registration Number:	2700896	CARECENTRIX	
Registration Number:	4296070	HOMESTAR	
Registration Number:	3373844	CARECENTRIX	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	78436.00184		

CH \$240.00 86509296

NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	07/08/2015
Total Attachments: 5 source=CareCentrix Trademark Security Agreement (Executed)(115737185_1)#page1.tif source=CareCentrix Trademark Security Agreement (Executed)(115737185_1)#page2.tif source=CareCentrix Trademark Security Agreement (Executed)(115737185_1)#page3.tif source=CareCentrix Trademark Security Agreement (Executed)(115737185_1)#page4.tif source=CareCentrix Trademark Security Agreement (Executed)(115737185_1)#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 8, 2015, made by CARECENTRIX, INC., a Delaware corporation (the “**Grantor**”), in favor of ROYAL BANK OF CANADA, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of July 8, 2015 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, each Lender party thereto from time to time, Royal Bank of Canada, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a Security Agreement, dated as of July 8, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, all goodwill associated with such Owned Trademarks and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, excluding any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d), or an “Amendment to Allege Use” pursuant to Section 1(c), of the Lanham Act, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Laws.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Owned Trademark 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 6. Governing Law. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, , lien and security interest in the Owned Trademarks under this Trademark Security Agreement.

(The remainder of this page is intentionally left blank)

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.

CARECENTRIX, INC.,
as Grantor


By: _____

Name: Steven Horowitz
Title: Chief Financial Officer and
Treasurer

[Signature Page To Trademark Security Agreement]

Accepted and Agreed:

ROYAL BANK OF CANADA
as Collateral Agent

By: 
Name: Yvonne Brazier
Title: Manager, Agency

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Applications –

Loan Party – Owner	Trademark	Application Number	Filing Date
CareCentrix, Inc.	Homebridge	86509296	January 21, 2015
CareCentrix, Inc.	CareCentrix it pays to care at home	86459739	November 20, 2014
CareCentrix, Inc.	CareCentrix	86459668	November 20, 2014
CareCentrix, Inc.	It pays to care at home	86459259	November 19, 2014

Registrations –

Loan Party – Owner	Trademark	Registration Number	Registration Date
CareCentrix, Inc.	CareCentrix	2583399	June 18, 2002
CareCentrix, Inc.	CareCentrix	2636485	October 15, 2002
CareCentrix, Inc.	CareCentrix	2700896	March 25, 2003
CareCentrix, Inc.	Homestar	4296070	February 26, 2013
CareCentrix, Inc.	CareCentrix	3373844	January 22, 2008