

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348130

<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>
HOSPICE CLOUD, INC.		07/14/2015	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NEW MOUNTAIN FINANCE SBIC, L.P. (AS AGENT)		
<b>Street Address:</b>	787 Seventh Ave.		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86457444	HOSPICECLOUD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<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>	973-597-2500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Matthew Hintz, Esq.		
<b>Address Line 1:</b>	Lowenstein Sandler LLP		
<b>Address Line 2:</b>	65 Livingston Avenue		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068-1791		
<b>ATTORNEY DOCKET NUMBER:</b>	25721.105		
<b>NAME OF SUBMITTER:</b>	Matthew Hintz, Esq.		
<b>SIGNATURE:</b>	/Matthew Hintz/		
<b>DATE SIGNED:</b>	07/15/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of July 14, 2015, is made by **HOSPICE CLOUD, INC.** ("Hospice Cloud", together with each Person that becomes a Grantor hereunder pursuant to a joinder agreement, each, a "Grantor" and collectively, the "Grantors"), in favor of **NEW MOUNTAIN FINANCE SBIC, L.P.** ("New Mountain"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders (as defined below).

### WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Loan and Security Agreement of even date herewith (as amended, restated or supplemented from time to time, the "Loan Agreement"), by and among **TW-NHME HOLDINGS CORP.**, a Delaware Corporation ("Initial Borrower" or "Holdings"), **NATIONAL HME, INC.**, a Texas corporation ("New Borrower"), the Guarantors from time to time party thereto, the Lenders from time to time party thereto and New Mountain, for itself as a Lender and as Agent, (i) Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein and (ii) to secure the payment and performance of the Obligations, each Grantor has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lenders and Agent to enter into the Loan Agreement and to induce Lenders to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Agent as follows:

**Section 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Loan Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral.** To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for the benefit of Agent and Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto (except for Excluded Assets);
- (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. Loan Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and each 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency or conflict between this Agreement and the Loan Documents, the Loan Documents shall supersede this Agreement.

**Section 4. Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.


**Section 5. Counterparts.** This 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. This Agreement may be executed via telecopier, facsimile transmission or other electronic method.

**Section 6. Governing Law.** This 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]

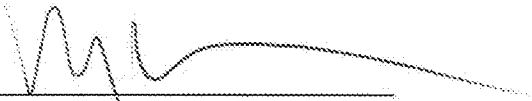
**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**HOSPICE CLOUD, INC.**, as Grantor

By   
Name: William Monast  
Title: CEO and President

**ACCEPTED AND AGREED**  
as of the date first above written:

**NEW MOUNTAIN FINANCE SBIC, L.P., as**  
Agent

By   
Name: Robert A. Hamwee  
Title: Principal

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
Trademark Registrations and Applications**

1. REGISTERED TRADEMARKS

None.

2. TRADEMARK APPLICATIONS

<b>Title</b>	<b>Owner</b>	<b>Filing Jurisdiction</b>	<b>Filing Date</b>	<b>Serial Number</b>
HOSPICECLOUD	Hospice Cloud, Inc.	US	November 18, 2014	86457444