

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stratose, Inc.		06/25/2015	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Stratose, LLC		
Street Address:	Two Concourse Parkway, Suite 300		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2631186	CLAIMPASSXL	
Registration Number:	2671038	COALITION AMERICA	
CORRESPONDENCE DATA			
Fax Number:	2485668531		
<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:	248-566-8530		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Julie E. Reitz		
Address Line 1:	Honigman Miller Schwartz and Cohn LLP		
Address Line 2:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
ATTORNEY DOCKET NUMBER:	220701-319841		
NAME OF SUBMITTER:	Julie E. Reitz, Attorney of Record		
SIGNATURE:	/Julie E. Reitz/		
DATE SIGNED:	07/21/2015		
Total Attachments: 8			
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Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER: 150630100
CONTROL NUMBER: K508846
DATE INC/AUTH/FILED: 03/15/1995
JURISDICTION: GEORGIA
PRINT DATE: 06/30/2015
FORM NUMBER: 211

CERTIFICATE OF EXISTENCE

I, Brian P. Kemp, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

STRATOSE, LLC
A DOMESTIC LIMITED LIABILITY COMPANY

was formed in the jurisdiction stated above or was authorized to transact business in Georgia on the above date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.



B. P. Kemp

Brian P. Kemp
Secretary of State

2015 JUN 25 PM 12: 51

CERTIFICATE OF CONVERSION OF
STRATOSE, INC.

SECRETARY OF STATE TO A GEORGIA LIMITED LIABILITY COMPANY
CORPORATIONS DIVISION

The undersigned, Stratose, Inc. (the "Corporation"), a Georgia corporation, does hereby certify that:

1. The Corporation hereby elects to become a limited liability company pursuant to the provisions of O.C.G.A. §14-11-212.

2. The effective date of the conversion is June 25, 2015.

1. This election has been approved in compliance with O.C.G.A. §§ 14-11-212(a) and 14-2-1109.1(b).

2. Filed with this Certificate of Conversion are Articles of Organization in the form required by O.C.G.A. §14-11-204, which sets forth Stratose, LLC as the name of the limited liability company, which name satisfies O.C.G.A. §14-11-207, and which designates the limited liability company as manager-managed in accordance with O.C.G.A. §14-11-304. The Articles of Organization shall be the Articles of Organization of the limited liability company formed pursuant to such Conversion unless and until modified in accordance with O.C.G.A. §14-11-100 et seq.

3. A written operating agreement has been entered into by the sole member of the limited liability company into which the Corporation will be converted, effective immediately upon the effectiveness of such Conversion. Such operating agreement and the Plan of Conversion adopted by the sole director of the Corporation and approved by the sole shareholder of the Corporation provide for the manner and basis of converting the shares of the Corporation into interests in the limited liability company into which the Corporation is being converted.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion this 25th day of June, 2015.

STRATOSE, INC.

By: 
Name: Tina Ellex Little
Its: President

2015 JUN 25 PM 12: 51
SECRETARY OF STATE
CORPORATIONS DIVISION

TRADE MARK

REEL: 005583 FRAME: 0391

2015 JUN 25 PM 12: 54
SECRETARY OF STATE
CORPORATIONS DIVISION

ARTICLES OF ORGANIZATION
OF
STRATOSE, LLC


I.

Name. The name of the limited liability company is "Stratose, LLC" (hereinafter, the "Company").

II.

Management. The management of the Company is vested in one or more members.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization this 25th
day of June, 2015.

By: 
David M. Calhoun, Esq., as Organizer

CONSENT

June 23, 2015

Stratose, Inc.
Two Concourse Parkway, Suite 300
Atlanta, GA 30328
Attn: Anthony Levinson, Chief Financial Officer

Re: Consent re: Reorganization

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement dated as of February 29, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Stratose, Inc., a Georgia corporation ("Stratose"), 4Most Holdings, LLC, a Delaware limited liability company ("4Most"), CAI Texas Holdings, LLC, a Delaware limited liability company ("CAI") (Stratose, 4Most and CAI are sometimes referred to herein collectively as the "Borrowers" and individually as a "Borrower"), Stratose, as the "Borrower Representative" (as defined therein), the other Credit Parties party thereto from time to time, General Electric Capital Corporation, a Delaware corporation, as Agent for the Lenders and for itself as a Lender (including as Swingline Lender), and such Lenders. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement. This Consent is a Loan Document.

Borrowers have informed Agent and Lenders that Coalition America Holding Company, Inc., a Delaware corporation and direct and indirect parent of the Borrowers and the Credit Parties ("Holdings"), has entered into a certain Securities Purchase Agreement, dated June 4, 2015, by and among Atmosphere Blocker Corp., Holdings, as seller thereunder, certain stockholders signatory thereto, Stratose Holdings, LLC, a Delaware limited liability company ("Stratose Holdings"), Stratose Intermediate Holdings, LLC, a Delaware limited liability company ("Intermediate Holdings"), Stratose Intermediate Holdings II, LLC, a Delaware limited liability company ("Intermediate Holdings II") and the Representative (as defined therein) (the "Securities Purchase Agreement"). Borrowers have requested that Agent and Lenders consent to the Transactions (as defined below).

Notwithstanding anything to the contrary contained in the Credit Agreement, Agent and the Lenders party hereto hereby consent and agree that, as is required pursuant to the Securities Purchase Agreement, (a) Holdings shall be permitted to (i) convert Stratose into a Georgia limited liability company with the name "Stratose, LLC", (ii) form HFN, LLC, a Delaware limited liability company ("HFN LLC") as a direct subsidiary of Holdings, (iii) cause HFN, Inc., an Illinois corporation and wholly-owned subsidiary of Holdings, to merge with and into HFN LLC, with HFN LLC being the surviving entity (the transactions contemplated by subclauses (i), (ii) and (iii), collectively, the "Conversions"), (b) following the consummation of the Conversions, Holdings shall be permitted to contribute all of the equity interests of Stratose, LLC, 4Most Holdings, LLC, Medical Resource, LLC, Arkansas Managed Care Organization, LLC, CAI Texas Holdings, LLC, HFN LLC, PPO Plus, LLC and Devon Networks, LLC (collectively, the "First Tier Operating Companies") to Stratose Holdings (the "Stratose Holdings Contribution") in exchange for (i) certain Class A Units and Senior Preferred Unites of Stratose Holdings and (ii) certain warrants to purchase Class B Units of Stratose Holdings, (c) immediately following the Stratose Holdings Contribution, Stratose Holdings shall contribute all of the equity interests of the First Tier Operating Companies to Intermediate Holdings in exchange for certain equity securities of Intermediate Holdings (the "Intermediate Holdings Contribution"), and (d) immediately following the Intermediate Holdings Contribution, Intermediate Holdings shall contribute all of the equity interests of the First Tier Operating

Companies to Intermediate Holdings II in exchange for certain equity securities in Intermediate Holdings (the "Intermediate Holdings II Contribution", together with the Conversions, the Stratose Holdings Contribution and the Intermediate Holdings Contribution, the "Transactions"). Each of the Transactions and the transactions contemplated by the Securities Purchase Agreement shall occur on or prior to August 1, 2015, or such later date as may be agreed to by Agent.

The Borrowers hereby represent and warrant to Agent and Lenders that no Default or Event of Default has occurred and is continuing as of the date hereof and all representations and warranties of the Credit Parties contained in the Credit Agreement and the other Loan Documents are true and correct in all material respects (without duplication of any materiality qualifier contained therein) as of the date hereof, except to the extent that such representation or warranty expressly relates to an earlier date (in which event such representations and warranties were untrue or incorrect in any material respect (without duplication of any materiality qualifier contained therein) as of such earlier date).

The execution, delivery and performance by each Borrower of this Consent have been duly authorized by all necessary action. This Consent constitutes the legal, valid and binding obligations of each Borrower, enforceable against such Borrower in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

This Consent is a limited consent and (i) shall only be relied upon and used for the specific purpose set forth herein, (ii) shall not constitute nor be deemed to constitute a waiver of any Default or Event of Default, (iii) shall not constitute nor be deemed to constitute a consent by Agent or any Lender to anything other than the specific purpose set forth herein and (iv) shall not constitute a course of dealing among the parties hereto. Except to the extent otherwise provided herein, the Credit Agreement and each of the other Loan Documents shall remain in full force and effect in accordance with their respective terms.

The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Consent, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

This Consent 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. Delivery of an executed signature page of this Consent by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

[Signature Page Follows]

CONSENT

June 23, 2015

Stratose, Inc.
Two Concourse Parkway, Suite 300
Atlanta, GA 30328
Attn: Anthony Levinson, Chief Financial Officer

Re: Consent re: Reorganization

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Borrowers have informed Agent and Lenders that Coalition America Holding Company, Inc., a Delaware corporation and direct and indirect parent of the Borrowers and the Credit Parties ("Holdings"), has entered into a certain Securities Purchase Agreement, dated June 4, 2015, by and among Atmosphere Blocker Corp., Holdings, as seller thereunder, certain stockholders signatory thereto, Stratose Holdings, LLC, a Delaware limited liability company ("Stratose Holdings"), Stratose Intermediate Holdings, LLC, a Delaware limited liability company ("Intermediate Holdings"), Stratose Intermediate Holdings II, LLC, a Delaware limited liability company ("Intermediate Holdings II") and the Representative (as defined therein) (the "Securities Purchase Agreement"). Borrowers have requested that Agent and Lenders consent to the Transactions (as defined below).

Notwithstanding anything to the contrary contained in the Credit Agreement, Agent and the Lenders party hereto hereby consent and agree that, as is required pursuant to the Securities Purchase Agreement, (a) Holdings shall be permitted to (i) convert Stratose into a Georgia limited liability company with the name "Stratose, LLC", (ii) form HFN, LLC, a Delaware limited liability company ("HFN LLC") as a direct subsidiary of Holdings, (iii) cause HFN, Inc., an Illinois corporation and wholly-owned subsidiary of Holdings, to merge with and into HFN LLC, with HFN LLC being the surviving entity (the transactions contemplated by subclauses (i), (ii) and (iii), collectively, the "Conversions"), (b) following the consummation of the Conversions, Holdings shall be permitted to contribute all of the equity interests of Stratose, LLC, 4Most Holdings, LLC, Medical Resource, LLC, Arkansas Managed Care Organization, LLC, CAI Texas Holdings, LLC, HFN LLC, PPO Plus, LLC and Devon Networks, LLC (collectively, the "First Tier Operating Companies") to Stratose Holdings (the "Stratose Holdings Contribution") in exchange for (i) certain Class A Units and Senior Preferred Unites of Stratose Holdings and (ii) certain warrants to purchase Class B Units of Stratose Holdings, (c) immediately following the Stratose Holdings Contribution, Stratose Holdings shall contribute all of the equity interests of the First Tier Operating Companies to Intermediate Holdings in exchange for certain equity securities of Intermediate Holdings (the "Intermediate Holdings Contribution"), and (d) immediately following the Intermediate Holdings Contribution, Intermediate Holdings shall contribute all of the equity interests of the First Tier Operating

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The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Consent, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

This Consent 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. Delivery of an executed signature page of this Consent by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

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