

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350117

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INTEGRATED PRACTICE SOLUTIONS, INC.		08/03/2015	CORPORATION: DELAWARE
FUTURE HEALTH ACQUISITION, INC.		08/03/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BDC, INC., AS COLLATERAL AGENT
Street Address:	1 American Lane
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06831
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4583744	INTEGRATED PRACTICE SOLUTIONS IPS
Registration Number:	4708995	INTEGRATED PRACTICE SOLUTIONS IPS
Registration Number:	4349264	IPS FINANCIAL
Registration Number:	4678206	IPS
Registration Number:	4678193	CHIROTOUCH
Registration Number:	4678198	CHIROTOUCH
Registration Number:	4682198	MYCHIROTOWN
Registration Number:	4684211	CT ACADEMY
Serial Number:	86342103	CHIROTOWN
Serial Number:	86342101	CTPROCLEAR
Registration Number:	4777133	PATIENT OF THE FUTURE
Registration Number:	3730203	INTELLIGENT BILLING
Registration Number:	3668452	FUSION TECHNOLOGY
Registration Number:	3723956	HYPER-SPEED NOTE
Registration Number:	3668453	TRUE EHR
Registration Number:	3720267	VOS
Registration Number:	3668448	DC2

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3668449	PT2
Registration Number:	3668450	MD2
Registration Number:	3668451	CLINIC OF THE FUTURE

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 32868 / 032

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 08/03/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”), dated as of August 3, 2015, by and among each of the parties listed on the signature pages hereof (collectively, jointly and severally, the “**Grantors**” and each, individually, a “**Grantor**”) and **GOLDMAN SACHS BDC, INC.**, in its capacity as the collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 3, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among **INTEGRATED PRACTICE SOLUTIONS, INC. dba CHIROTOUCH**, a Delaware corporation (“**IPS**”), **FUTURE HEALTH ACQUISITION, INC.**, a Delaware corporation (“**Future Health**”, and together with IPS, individually and collectively, jointly and severally, “**Borrower**”; for the avoidance of doubt, unless the context otherwise requires, each use of the term “**Borrower**” in this Agreement shall mean each Borrower individually and both Borrowers collectively), **POINT LOMA CORPORATION**, a Delaware corporation (“**Holdings**”), **SPINE SOFTWARE HOLDINGS CORPORATION**, a Delaware corporation (“**Parent**”), any Subsidiaries of Parent that are Guarantors or become Guarantors thereunder pursuant to Section 7.10 of the Credit Agreement, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), **GOLDMAN SACHS BDC, INC.** as the administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”), the Collateral Agent, and **PNC BANK, NATIONAL ASSOCIATION**, as Revolving Agent, the Lenders have agreed to extend Loans to the Borrower from time to time pursuant to the terms and conditions of the Credit Agreement; and

WHEREAS, the Lenders are willing to extend Loans to the Borrower as provided for in the Credit Agreement, and the other Credit Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement, dated as of August 3, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to the Collateral Agent, for the benefit of each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the

following Collateral owned by such Grantor, whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks, including those referred to on Schedule I;
- (b) all goodwill of such Grantor’s business associated with the use of, and symbolized by, each such Trademark; and
- (c) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark, including the right to receive damages, (ii) injury to the goodwill associated with any such Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License to which such Grantor is a party.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter during the term of the Security Agreement.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark that constitutes Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement is a Credit Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

INTEGRATED PRACTICE SOLUTIONS, INC.

By:  _____

Name: Ron Cano

Title: Secretary

FUTURE HEALTH ACQUISITION, INC.

By:  _____

Name: Ron Cano

Title: Secretary


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005590 FRAME: 0563

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BDC, INC.,
as the Collateral Agent

By: 
Name: Brendan McGovern
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS/APPLICATIONS

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Integrated Practice Solutions, Inc.	United States	INTEGRATED PRACTICE SOLUTIONS IPS (Class 42)	U.S. 4,583,744	Registered August 12, 2014
Integrated Practice Solutions, Inc.	United States	INTEGRATED PRACTICE SOLUTIONS IPS (Class 9)	U.S. 4,708,995	Registered March 24, 2015
Integrated Practice Solutions, Inc.	United States	IPS Financial and Design Trademark (Class 36)	U.S. 4,349,264	Registered June 11, 2013
Integrated Practice Solutions, Inc.	United States	IPS Trademark (Class 42)	U.S. 4,678,206	Registered January 27, 2015
Integrated Practice Solutions, Inc.	United States	CHIROTOUCH and Design Trademark (Classes 9, 41, 42)	U.S. 4,678,198	Registered January 27, 2015
Integrated Practice Solutions, Inc.	United States	CHIROTOUCH Trademark (Classes 9, 41, 42)	U.S. 4,678,193	Registered January 27, 2015
Integrated Practice Solutions, Inc.	United States	CT ACADEMY Trademark (Class 41)	U.S. 4,684,211	Registered February 10, 2015
Integrated Practice Solutions, Inc.	United States	MYCHIROTOWN Trademark (Classes 9, 42)	U.S. 4,682,198	Registered February 3, 2015
Integrated Practice Solutions, Inc.	United States	CHIROTOWN Trademark (Class 9, 42)	U.S. 86342103	Published for Opposition November 18, 2014
Integrated Practice Solutions, Inc.	United States	CTPROCLEAR Trademark (Class 35)	U.S. 86342101	Published for Opposition June 9, 2015

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Future Health Acquisition, Inc.	United States	INTELLIGENT BILLING Trademark (Class 9)	U.S. 3,730,203	Registered December 22, 2009
Future Health Acquisition, Inc.	United States	FUSION TECHNOLOGY Trademark (Class 9)	U.S. 3,668,452	Registered August 18, 2009
Future Health Acquisition, Inc.	United States	HYPER-SPEED NOTE Trademark (Class 9)	U.S. 3,723,956	Registered December 8, 2009
Future Health Acquisition, Inc.	United States	TRUE EHR Trademark (Class 9)	U.S. 3,668,453	Registered August 18, 2009
Future Health Acquisition, Inc.	United States	VOS Trademark (Class 9)	U.S. 3,720,267	Registered December 1, 2009
Future Health Acquisition, Inc.	United States	DC ² Trademark (Class 9)	U.S. 3,668,448	Registered August 18, 2009
Future Health Acquisition, Inc.	United States	PT ² Trademark (Class 9)	U.S. 3,668,449	Registered August 18, 2009
Future Health Acquisition, Inc.	United States	MD ² Trademark (Class 9)	U.S. 3,668,450	Registered August 18, 2009
Future Health Acquisition, Inc.	United States	CLINIC OF THE FUTURE Trademark (Class 9)	U.S. 3,668,451	Registered August 18, 2009
Future Health Acquisition, Inc.	United States	PATIENT OF THE FUTURE Trademark (Class 9)	U.S. 4,777,133	Registered July 21, 2015