

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM352985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prime Health Services, Inc.		08/25/2015	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Pinnacle Bank		
Street Address:	150 Third Ave. S.		
Internal Address:	Suite 800		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37201		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86180258	PRIME HEALTH SERVICES, INC	
Serial Number:	86200822	RENOVO SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	6152482954		
<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:	615-742-7944		
Email:	trademarks@bassberry.com		
Correspondent Name:	Martha B. Allard and Robert L. Brewer		
Address Line 1:	150 3rd Ave. S.		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	121477-107		
NAME OF SUBMITTER:	Martha B. Allard		
SIGNATURE:	/Martha B. Allard/		
DATE SIGNED:	08/27/2015		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of August 25, 2015 by and between PRIME HEALTH SERVICES, INC., a Tennessee corporation (the "Grantor"), having its chief executive office at 7110 Crossroads Boulevard, Suite 100, Brentwood, Tennessee 37027, and PINNACLE BANK, as Lender (the "Bank"), with offices at 150 Third Avenue South, Suite 800, Nashville, Tennessee 37201, entered into in connection with that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the Grantor, the Guarantor (as defined in the Loan Agreement), and the Bank. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Bank, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each trademark, trade name, corporate name, company name, business name, fictitious business name, trade style, service mark, logo and other source or business identifier, included in the Collateral, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A (collectively, "Trademarks"),

(ii) all renewals or extensions of the foregoing, and

(iii) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or other impairment thereof or (ii) injury to the goodwill associated with any Trademark.

The rights and remedies of the Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

PRIME HEALTH SERVICES, INC., as
Grantor

By: Brian Sharp
Name: Brian Sharp
Title: CEO / President

STATE OF TENNESSEE)
COUNTY OF Williamson) SS:

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, Brian Sharp, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the CEO / President of PRIME HEALTH SERVICES, INC., a Tennessee corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS MY HAND, at office, this 24th day of August, 2015.

Allison C. Harris (seal)
Notary Public

My Commission Expires:

10-2-2016

[Signature Pages Continue]



Agreed and Accepted as of the
date first written above.

PINNACLE BANK,
as Bank

By: *Allison H. Jones*
Name: Allison H. Jones
Title: SVP

Schedule A

Trademarks

1. Federal Trademark Applications and Registrations

A. Application serial no. 86180258 for PRIME HEALTH SERVICES, INC. and design in connection with a preferred provider organization (PPO) in international class 44, filed on January 30, 2014.

B. Application serial no. 86200822 for RENOVO SYSTEM and design in connection with computer software for use in repricing medical bills in international class 9, filed by Prime Health Services, Inc., on February 24, 2014.

2. Common Law Trademarks

A. PRIME HEALTH SERVICES, INC. and associated logos

B. RENOVO and/or RENOVO SYSTEM

C. QUEBALL

D. CORE

E. MEDTRAC

F. RED CARD AUTHORIZATION ID

G. PRIME METRICS

H. PRIME RX

I. PRIME MEDICAL MANAGEMENT

J. PRIME IME

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