

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM355711

<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>
Care Communications, Inc.		09/21/2015	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86408289	CARE'S ADVANCED MENTORING PROGRAM	
<b>Serial Number:</b>	86408287	CAMP	
<b>Serial Number:</b>	86408285	CAMP	
<b>Registration Number:</b>	4679877	CAREINNOLAB	
<b>Registration Number:</b>	3945479	PROCUREMENTPLUS	
<b>Registration Number:</b>	4198885	CARE COMMUNICATIONS PRESS	
<b>Registration Number:</b>	2736044		
<b>Registration Number:</b>	2687642	THE #1 CHOICE FOR HANDS-ON HELP IN HEALT	
<b>Registration Number:</b>	2788067	CARE COMMUNICATONS	
<b>Registration Number:</b>	2864063	CARE COMMUNICATIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<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>	212-735-2811		
<b>Email:</b>	mribando@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Monique L. Ribando		
<b>Address Line 4:</b>	New York, NEW YORK 10036		

CH \$265.00 86408289

<b>ATTORNEY DOCKET NUMBER:</b>	217730/2659
<b>NAME OF SUBMITTER:</b>	Monique L. Ribando
<b>SIGNATURE:</b>	/Monique L. Ribando/
<b>DATE SIGNED:</b>	09/21/2015

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 21, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Care Communications, Inc., an Illinois corporation, located at 925 North Point Parkway, Suite 350, Alpharetta, GA 30005 (the “**Grantor**”) in favor of Credit Suisse AG, Cayman Islands Branch, located at Eleven Madison Avenue, New York, New York 10010, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, the Grantor is a party to the Security Agreement Supplement, dated as of September 21, 2015, by the Grantor in favor of the Administrative Agent, which supplements the Security Agreement, dated as of December 1, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the grantors party thereto and the Administrative Agent, pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

The Grantor, as security for the payment and performance in full of the Secured Obligations of the Grantor (including, because the Grantor is a Guarantor, the Secured Obligations of the Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties 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 (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark

Office (“USPTO”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

**SECTION 2.1 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to 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, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely 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 law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

### **SECTION 5. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

**SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

**SECTION 7. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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


CARE COMMUNICATIONS, INC.


By:   
Name: Matthew Bennett  
Title: Interim Chief Executive Officer, President  
and Secretary

[Signature Page to Trademark Security Agreement]


**TRADEMARK**  
**REEL: 005626 FRAME: 0910**

**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,  
as Administrative Agent**

By:   
Name: Doreen Barr  
Title: Authorized Signatory

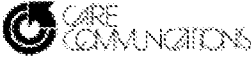
By:   
Name: Whitney Gaston  
Title: Authorized Signatory

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

<u>Grantor</u>	<u>Mark</u>	<u>Status</u>	<u>Serial No./Filing Date</u>	<u>Reg No./Reg. Date</u>
Care Communications, Inc.	CARE'S ADVANCED MENTORING PROGRAM	Pending	86408289	09/29/2014
Care Communications, Inc.	<b>CAMP</b>	Pending	86408287	09/29/2014
Care Communications, Inc.	CAMP	Pending	86408285	09/29/2014
Care Communications, Inc.	CAREINNOLAB	Registered	4679877	01/27/2015
Care Communications, Inc.	PROCUREMENTPLUS	Registered	3945479	04/12/2011
Care Communications, Inc.	CARE COMMUNICATIONS PRESS	Registered	4198885	08/28/2012
Care Communications, Inc.		Registered	2736044	07/15/2003
Care Communications, Inc.	THE #1 CHOICE FOR HANDS-ON HELP IN HEALTH INFORMATION MANAGEMENT	Registered	2687642	02/11/2003

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Care Communications, Inc.	CARE COMMUNICATONS	Registered	2788067	12/02/2003
Care Communications, Inc.		Registered	2864063	07/20/2004

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