

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PatientKeeper, Inc., as Obligor		11/09/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 North Tryon Street, 15th Floor, NC1-001-15-02		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3999347	PK	
Registration Number:	2567019	PATIENTKEEPER	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Ken Tan, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Ken Tan, Legal Assistant		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	11/10/2015		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

PatientKeeper, Inc., as Obligor

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 9, 2015

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 101 North Tryon Street, 15th Floor,
NC1-001-15-02

City: Charlotte

State: North Carolina

Country: USA Zip: 28255

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 08061.0945

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
Ken Tan

11/10/2015

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 005665 FRAME: 0643

1 GRANT OF
2 SECURITY INTEREST IN TRADEMARK RIGHTS

3 This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective
4 as of November 9, 2015 is made by PatientKeeper, Inc., a Delaware corporation (the "Obligor"), in favor
5 of Bank of America, N.A., as Collateral Agent (in such capacity, the "Collateral Agent") for the benefit of
6 the First Lien Secured Parties (as defined below).

7 WITNESSETH

8 WHEREAS, (a) pursuant to the Credit Agreement, dated as of November 17, 2006, (as amended
9 and restated as of May 4, 2011, as further amended and restated on February 26, 2014, as further amended
10 on June 10, 2015 and as the same may be amended, restated, supplemented or otherwise modified, re-
11 financed or replaced from time to time, the "Credit Agreement"), by and among HCA Inc., a Delaware
12 corporation (the "Borrower"), the lending institutions or entities from time to time parties thereto (the
13 "Lenders"), and Bank of America, N.A., as Administrative Agent, Collateral Agent, Swingline Lender
14 and Letter of Credit Issuer, the Lenders have severally agreed to make Loans and other extensions of
15 credit to the Borrower; and (b) the Borrower may incur Additional First Lien Obligations from time to
16 time to the extent permitted by the Credit Agreement and each Additional First Lien Agreement (any ex-
17 tension of credit to the Grantors as described in clauses (a) or (b), collectively, the "Extensions of Cred-
18 it");

19 WHEREAS, in connection with the Credit Agreement, HCA and certain other subsidiaries of the
20 Borrower have executed and delivered a Security Agreement, dated as of November 17, 2006 and amend-
21 ed and restated as of March 2, 2009, in favor of the Collateral Agent (together with all amendments and
22 modifications, if any, from time to time thereafter made thereto, the "First Lien Security Agreement");

23 WHEREAS, pursuant to the First Lien Security Agreement, HCA and certain of its subsidiaries
24 pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the First Lien Se-
25 cured Parties a continuing first priority lien and security interest in all Intellectual Property, including the
26 Trademarks, to secure the Obligations under the Credit Agreement and any Additional First Lien Obliga-
27 tions;

28 WHEREAS, pursuant to a Supplement No. 14 to the First Lien Security Agreement dated the
29 date hereof, Obligor agrees to be bound by the terms and conditions of the Credit Agreement and the First
30 Lien Security Agreement, as a Guarantor and a Grantor under such documents;

31 WHEREAS, it is a condition precedent to the obligation of the Lenders to make loans and other
32 extensions of credit under the Credit Agreement that each Guarantor (including the Obligor) shall have
33 executed and delivered this Agreement to the Collateral Agent for the benefit of the First Lien Secured
34 Parties; and

35 WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this
36 Agreement;

37 NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby
38 acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to
39 the Borrower pursuant to the Credit Agreement and the holders of any Additional First Lien Obligations
40 their respective Extensions of Credit thereunder, the Obligor agrees, for the benefit of the Collateral
41 Agent and the First Lien Secured Parties, as follows:

42 SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires,
43 terms used in this Agreement, including its preamble and recitals, have the meanings provided or provid-
44 ed by reference in the First Lien Security Agreement.

45 SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing se-
46 curity interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand
47 made upon the occurrence and during the continuance of an Event of Default without requiring further
48 action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in,
49 to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (col-
50 lectively, the "Collateral"), to the Collateral Agent for the benefit of the Collateral Agent and the First
51 Lien Secured Parties to secure payment, performance and observance of the First Lien Obligations.

52 SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the
53 purpose of recording the grant of security interest herein with the United States Patent and Trademark
54 Office. The security interest granted hereby has been granted to the First Lien Secured Parties in connec-
55 tion with the First Lien Security Agreement and is expressly subject to the terms and conditions thereof.
56 The First Lien Security Agreement (and all rights and remedies of the First Lien Secured Parties thereun-
57 der) shall remain in full force and effect in accordance with its terms.

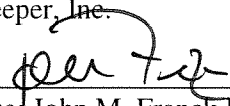
58 SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the
59 rights and remedies of the First Lien Secured Parties with respect to the security interest in the Collateral
60 granted hereby are more fully set forth in the First Lien Security Agreement, the terms and provisions of
61 which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth
62 herein. In the event of any conflict between the terms of this Agreement and the terms of the First Lien Secu-
63 rity Agreement, the terms of the First Lien Security Agreement shall govern.

64 SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will
65 be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written,


PatientKeeper, Inc.

By: _____


Name: John M. Franck II

Title: Vice President and Assistant Secretary

BANK OF AMERICA, N.A.
as Collateral Agent

By: 
Name: Brian J. Walsh
Title: Vice President

[Signature Page to Trademark Security Agreement]

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SCHEDULE A

U.S. Trademark Registrations and Applications

TRADEMARKS

Registered Owner	Trademark	Serial No./ Filing Date	Reg. No./ Reg. Date	Assignee/ Date of Recorded Assignment
PatientKeeper, Inc.	PK	85028350 May 3, 2010	3999347 July 19, 2011	Security interest recorded by Triplepoint Capital LLC December 5, 2012 and released November 4, 2014. Security interested recorded by Comerica Bank December 7, 2012 and released November 25, 2014.
PatientKeeper, Inc.	PATIENTKEEPER	76164027 November 13, 2000	2567019 May 7, 2002	Security interest recorded by Triplepoint Capital LLC December 5, 2012 and released November 4, 2014. Security interested recorded by Comerica Bank December 7, 2012 and released November 25, 2014.

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