

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM363042

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Electric Capital Corporation, as Administrative Agent		11/18/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Healthcare Financial Solutions, LLC, as Administrative Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4185521	G	
<b>Registration Number:</b>	4185522	GARRETSON RESOLUTION GROUP	
<b>Registration Number:</b>	4185520	KNOWLEDGE. EXPERIENCE. COMPLIANCE.	
<b>Registration Number:</b>	4175685	COMPLIANCE CONNECTION	
<b>Registration Number:</b>	4171803		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6179518736		
<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>	617-951-8132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Linda A. Salera		
<b>SIGNATURE:</b>	/Linda A. Salera/		
<b>DATE SIGNED:</b>	11/19/2015		

CH \$140.00 4185521

**Total Attachments: 4**

source=GECC \_ HFS \_ GRG \_ Assignment of Intellectual Property Security Agreement (executed)#page1.tif

source=GECC \_ HFS \_ GRG \_ Assignment of Intellectual Property Security Agreement (executed)#page2.tif

source=GECC \_ HFS \_ GRG \_ Assignment of Intellectual Property Security Agreement (executed)#page3.tif

source=GECC \_ HFS \_ GRG \_ Assignment of Intellectual Property Security Agreement (executed)#page4.tif

**ASSIGNMENT OF INTELLECTUAL PROPERTY**  
**SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of November 18, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION**, (as the current and resigning administrative agent, the “**Retiring Agent**”) and **HEALTHCARE FINANCIAL SOLUTIONS, LLC**<sup>1</sup>, (as the successor administrative agent together with its successors and assigns, the “**Successor Agent**”).

**RECITALS:**

**WHEREAS**, The Garretson Resolution Group, Inc., as “Grantor”, and Retiring Agent are parties to one or more intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) pursuant to which Grantor granted a security interest in and to and lien upon the intellectual property identified in Exhibit B (the “**Subject IP**”); and

**WHEREAS**, pursuant to that certain Omnibus Agency Transfer Agreement by and between Retiring Agent and Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements and the Subject IP, in each instance, in its capacity as administrative agent and collateral agent, as the case may be.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*- Remainder of Page Intentionally Left Blank; Signature Page Follows -*

---

<sup>1</sup> Healthcare Financial Solutions, LLC is a Delaware limited liability company that does business as HFS Healthcare Financial Solutions, LLC in Alabama, California, Florida, Illinois, Maryland, Missouri, New Jersey, New Mexico and Texas and as HFS Healthcare Financial Solutions in New Hampshire.

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

**RETIRING AGENT:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION** as Retiring Agent

By: 

Name: H. Darren Alcus

Title: Duly Authorized Signatory

**SUCCESSOR AGENT:**

**HEALTHCARE FINANCIAL  
SOLUTIONS, LLC**, as Successor Agent

By: 

Name: H. Darren Alcus


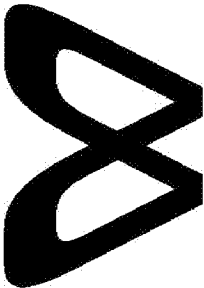
Title: Duly Authorized Signatory

## EXHIBIT A

Grant of a Security Interest--Trademarks dated as of May 22, 2015 and filed with the United States Patent and Trademark Office on May 22, 2015 at Reel 5522, Frame 0422.

## EXHIBIT B

### Trademark Registrations and Applications

Mark	Owner	Jurisdiction	App./Reg. Number
	The Garretson Resolution Group, Inc.	US	4,185,521
Garretson Resolution Group	The Garretson Resolution Group, Inc.	US	4,185,522
Knowledge. Experience. Compliance.	The Garretson Resolution Group, Inc.	US	4,185,520
Compliance Connection	The Garretson Resolution Group, Inc.	US	4,175,685
	The Garretson Resolution Group, Inc.	US	4,171,803