

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370536

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PAY-PLUS SOLUTIONS, INC.		01/26/2016	CORPORATION: DELAWARE
PREMIER HEALTHCARE EXCHANGE, INC.		01/26/2016	CORPORATION: DELAWARE
GLOBALCARE, INC.		01/26/2016	CORPORATION: GEORGIA
STRATOSE, LLC		01/26/2016	LIMITED LIABILITY COMPANY: GEORGIA
HFN, LLC		01/26/2016	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	SUNTRUST BANK, as Administrative Agent
Street Address:	211 Perimeter Center Parkway, Suite 100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30346
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4365380	PHX A COST MANAGEMENT COMPANY
Registration Number:	4369223	PAY-PLUS SOLUTIONS
Serial Number:	85301051	MEDPERKS
Serial Number:	77453824	EMDNET
Serial Number:	85148794	GLOBALCARE
Serial Number:	75231591	GLOBAL CARE
Serial Number:	86495338	DART
Serial Number:	86683553	RESOLV
Serial Number:	85789213	NANOHEAL
Serial Number:	86867526	ESTABLISHED REIMBURSEMENT SCHEDULE
Serial Number:	86867519	ERS
Serial Number:	86867293	STRATIFIED, TARGETED, ANALYTICS, RESULTS
Serial Number:	86867287	STAR

CH \$515.00 4365380

Property Type	Number	Word Mark
Serial Number:	86867275	CLAIMFLOW
Serial Number:	86867264	CLAIMPASS
Serial Number:	86595527	SELECT
Serial Number:	86564382	SELECT+
Serial Number:	86773580	VIRTUAL REIMBURSEMENT ACCOUNT
Serial Number:	86773510	VRA
Serial Number:	86595547	

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 404-572-3431

Email: cfraser@kslaw.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	STRATOSE - 52990.515051
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	01/26/2016

Total Attachments: 8

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 26, 2016 (this “Security Agreement”), is made by Stratose, LLC, a Georgia limited liability company (“Stratose”), HFN, LLC, an Illinois limited liability company (“HFN”), Pay-Plus Solutions, Inc., a Delaware corporation (“Pay-Plus”), Premier Healthcare Exchange, Inc., a Delaware corporation (“Premier”), and GlobalCare, Inc., a Georgia corporation (“GlobalCare” and together with Stratose, HFN, Pay-Plus and Premier, the “Grantors”), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, Stratose Intermediate Holdings II, LLC, a Delaware limited liability company (“Stratose Intermediate”), Geronimo Intermediate Parent, Inc., a Delaware corporation (“Geronimo”, and together with Stratose Intermediate, the “Borrowers”), Atmosphere Blocker Corp., a Delaware corporation (“Holdings”), the other Loan Parties from time to time parties thereto, the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into that certain Second Amended and Restated Revolving Credit and Term Loan Agreement, dated as of January 26, 2016 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement the Borrowers and certain of their Subsidiaries, including the Grantors, have entered into that certain Amended and Restated Guaranty and Security Agreement, dated as of January 26, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantors to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, hereby pledge and grant to the Administrative Agent for the benefit of the Secured Parties, and grant to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of their rights, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of their Trademarks and all Trademark Licenses providing for the grant by or to the Grantors of any right under any Trademark, including, without limitation, those Trademarks referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 Representation and Warranty. Schedule I correctly sets forth all applied for and federally registered Trademarks owned by each Grantor in its own name as of the date hereof.

Section 5 Grantor Remains Liable. The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

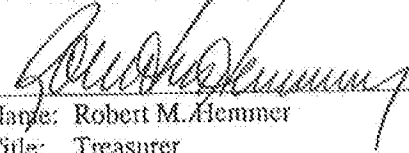
Section 6 Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

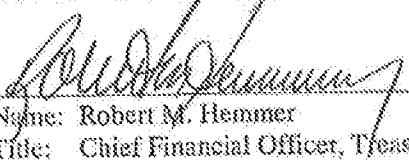
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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PAY-PLUS SOLUTIONS, INC.

By: 
Name: Robert M. Hemmer
Title: Treasurer

PREMIER HEALTHCARE EXCHANGE, INC.

By: 
Name: Robert M. Hemmer
Title: Chief Financial Officer, Treasurer and
Assistant Secretary

GLOBALCARE, INC.

By: _____
Name: Stephen J. Rubio
Title: Chief Financial Officer, Treasurer and
Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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

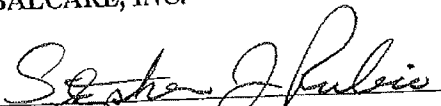
PAY-PLUS SOLUTIONS, INC.

By: _____
Name: Robert M. Hemmer
Title: Treasurer

PREMIER HEALTHCARE EXCHANGE, INC.

By: _____
Name: Robert M. Hemmer
Title: Chief Financial Officer, Treasurer and
Assistant Secretary

GLOBALCARE, INC.

By:  _____
Name: Stephen J. Rubio
Title: Chief Financial Officer, Treasurer and
Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

STRATOSE, LLC

By: 

Name: Stephen J. Rubio

Title: Chief Financial Officer, Treasurer and Secretary

HFN, LLC

By: 


Name: Stephen J. Rubio

Title: Chief Financial Officer, Treasurer and Secretary

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent


By: 
Name: Ben Cummins
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I


Trademarks

I. REGISTERED TRADEMARKS

Mark	Jurisdiction and Registration Body	Reg. No./ Serial No.	Reg. Date/ Filing Date	Owner of Record	Grantor
	USA	4365380	July 9, 2013	Premier Healthcare Exchange, Inc.	Premier Healthcare Exchange, Inc.
PAY-PLUS SOLUTIONS	USA	4369223	July 16, 2013	Pay-Plus Solutions, Inc.	Pay-Plus Solutions, Inc.
MedPerks	U.S.	85301051	April 21, 2011	GlobalCare, Inc.	GlobalCare, Inc.
eMDNet	U.S.	77453824	April 21, 2008	GlobalCare, Inc.	GlobalCare, Inc.
GlobalCare	U.S.	85148794	October 8, 2010	GlobalCare, Inc.	GlobalCare, Inc.
Typed Drawing: GLOBAL CARE		75231591	May 11, 1999	GlobalCare, Inc.	GlobalCare, Inc.
DART		86495338	January 5, 2015	HFN, Inc.	HFN, LLC
RESOLV		86683553	July 6, 2015	HFN, Inc.	HFN, LLC
NANOHEAL		85789213 Reg # 4371653	July 23, 2013	HFN, Inc.	HFN, LLC
ESTABLISHED REIMBURSEMENT SCHEDULE		86867526	January 6, 2016	Stratose, LLC	Stratose, LLC
ERS		86867519	January 6, 2016	Stratose, LLC	Stratose, LLC
STRATIFIED, TARGETED, ANALYTICS, RESULTS		86867293	January 6, 2016	Stratose, LLC	Stratose, LLC

Mark	Jurisdiction and Registration Body	Reg. No./ Serial No.	Reg. Date/ Filing Date	Owner of Record	Grantor
STAR		86867287	January 6, 2016	Stratose, LLC	Stratose, LLC
CLAIMFLOW		86867275	January 6, 2016	Stratose, LLC	Stratose, LLC
CLAIMPASS		86867264	January 6, 2016	Stratose, LLC	Stratose, LLC

II. TRADEMARK APPLICATIONS

Mark	Jurisdiction and Registration Body	Reg. No./ Serial No.	Reg. Date/ Filing Date	Owner of Record	Grantor
Select+ Design	USA	86595527	April 13, 2015	Pay-Plus Solutions, Inc.	Pay-Plus Solutions, Inc.
Select+	USA	86564382	March 15, 2015	Pay-Plus Solutions, Inc.	Pay-Plus Solutions, Inc.
VIRTUAL REIMBURSEMENT ACCOUNT	USA	86773580	September 30, 2015	Pay-Plus Solutions, Inc.	Pay-Plus Solutions, Inc.
VRA	USA	86773510	September 30, 2015	Pay-Plus Solutions, Inc.	Pay-Plus Solutions, Inc.
	USA	86595547	April 13, 2015	Pay-Plus Solutions, Inc.	Pay-Plus Solutions, Inc.