

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Biomed Healthcare, Inc.		03/14/2016	Corporation: DELAWARE
Soleo Health Holdings, Inc.		03/14/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Gemino Healthcare Finance, LLC		
Street Address:	One International Plaza		
Internal Address:	Suite 220		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19113		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4645289	SOLEO HEALTH	
Registration Number:	4648210	SOLEO HEALTH	
Serial Number:	86831956	SOLEO CONNECT	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	615.850.8742		
Email:	trademarkdocket@wallerlaw.com		
Correspondent Name:	Julian L. Bibb IV		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	022126.61368		
NAME OF SUBMITTER:	Julian L. Bibb IV		
SIGNATURE:	/Julian L. Bibb IV/		
DATE SIGNED:	03/15/2016		

OP \$90.00 4645289

Total Attachments: 5

source=27. Gemino Soleo Trademark Security Agreement#page1.tif

source=27. Gemino Soleo Trademark Security Agreement#page2.tif

source=27. Gemino Soleo Trademark Security Agreement#page3.tif

source=27. Gemino Soleo Trademark Security Agreement#page4.tif

source=27. Gemino Soleo Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of March 14, 2016, is made by and among SOLEO HEALTH HOLDINGS, INC., a Delaware corporation and BIOMED HEALTHCARE, INC., a Delaware corporation, (collectively, "**Grantors**", and each, a "**Grantor**"), in favor of GEMINO HEALTHCARE FINANCE, LLC, a Delaware limited liability company (the "**Lender**").

WHEREAS, the Grantors have entered into that certain Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among the Grantors, the other Borrowers party thereto and the Lender. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, the Grantors have granted to the Lender a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Lender as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the "**Trademark Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and

future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under the Credit Agreement attach to any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

2. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the Grantors and Lender and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of NEW YORK, without giving effect to any choice or conflict of law provision or rule (whether of the State of NEW YORK or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

BORROWER:

SOLEO HEALTH HOLDINGS, INC.

BIOMED HEALTHCARE, INC.

By:  _____

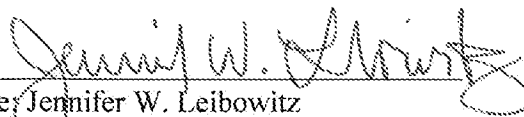
Name: Drew Walk

Title: President and Chief Executive Officer

[Signatures continue on following page]

AGREED TO AND ACCEPTED:

GEMINO HEALTHCARE FINANCE, LLC,
as Lender



By: 
Name: Jennifer W. Leibowitz
Title: Vice President and Senior Underwriter

Address for Notices:

One International Plaza, Suite 220
Philadelphia, PA 19113
Attn: Jennifer W. Leibowitz
P: (610) 870-5419
F: (610) 870-5401

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Name of Entity</u>	<u>Trademark</u>	<u>Number</u>	<u>Date</u>
Biomed Healthcare, Inc.		4645289	11/25/2014
Soleo Health Holdings, Inc.		86/831,956	11/25/15 (filed)
Biomed Healthcare, Inc.	SOLEO HEALTH	4648210	12/2/2014