

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
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:	FMP Agency Services, LLC, as Agent		
Street Address:	21 Custom House Street, 10th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
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:			
<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:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindal LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	03/15/2016		
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):

- 1. Biomed Healthcare, Inc.
- 2. Soleo Health Holdings, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. DE; 2. DE
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 14, 2016

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FMP Agency Services, LLC, as Agent

Street Address: 21 Custom House Street, 10th Floor

City: Boston

State: MA

Country: USA Zip: 02110

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

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) Text

See Annex 1

B. Trademark Registration No.(s)

See Annex 1

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: Elaine Carrera, Legal Assistant

Internal Address: _____

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

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera

Signature

March 15, 2016

Date

Elaine Carrera

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

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE THIRD LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF ANY SECURITY DOCUMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE THIRD LIEN AGENT THEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF MARCH 14, 2016 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “**INTERCREDITOR AGREEMENT**”), AMONG GEMINO HEALTHCARE FINANCE, LLC, AS THE FIRST LIEN CREDITOR, H.I.G. ALLION, L.L.C., AS THE SECOND LIEN CREDITOR AND FMP AGENCY SERVICES, LLC, AS THE THIRD LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT OR ANY SECURITY DOCUMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of March 14, 2016 is executed and delivered by Biomed Healthcare, Inc. , a Delaware corporation (“**Biomed**”) and Soleo Health Holdings, Inc., a Delaware corporation (“**Soleo**”, and together with Biomed, the “**Grantors**”, and each, a “**Grantor**”), in favor of FMP AGENCY SERVICES, LLC, a Delaware limited liability company, in its capacity as the agent (in such capacity, together with its successors and assigns in such capacity, the “**Agent**”) for the Secured Parties under the Pledge and Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Pledge and Security Agreement.

RECITALS:

WHEREAS, the Grantors have adopted, used and are using the Trademarks set forth on Annex 1 hereto (collectively, the “**Registered Trademarks**”);

WHEREAS, the Grantors have executed and delivered in favor of the Agent for the benefit of the Secured Parties a certain Pledge and Security Agreement dated as of June 24, 2015 (as amended and restated on March 14, 2016, and as further amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “**Pledge and Security Agreement**”);

WHEREAS, Biomed previously entered into that certain Trademark Security Agreement, dated as of June 24, 2015 in favor of the Agent (the “**Existing Trademark Security Agreement**”);

WHEREAS, since the date of the Existing Trademark Security Agreement, Soleo has acquired certain Registered Trademarks;

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantors have granted to the Agent for the benefit of the Secured Parties a security interest in, among other things, all right, title and interest of the Grantors in and to each of the Registered Trademarks to secure the prompt and complete payment, performance and observance of the Secured Obligations; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement, the parties hereto agree to amend the Existing Trademark Security Agreement to add Soleo as a Grantor and confirm the inclusion of the Registered Trademarks of Soleo.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree to amend and restate the Existing Trademark Security Agreement and agree as follows:

1. Incorporation of Pledge and Security Agreement. The Pledge and Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto. In the event of any conflict between any provision of the Pledge and Security Agreement and any provision of this Agreement, the provisions of the Pledge and Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the prompt and complete payment, performance and observance of the Secured Obligations, the Grantors hereby grant to the Agent for the benefit of the Secured Parties (and hereby ratify, confirm and reaffirm their prior grant pursuant to the Pledge and Security Agreement and the Existing Trademark Security Agreement of) a continuing security interest in all of the following property and interests in property of the Grantors, whether now owned and existing or hereafter acquired or arising:

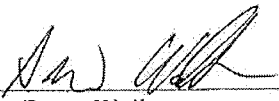
(a) all of the Registered Trademarks which constitutes Collateral, all recordings and registrations thereof and applications therefor, all renewals and extensions thereof, all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby; and

(b) all proceeds of the foregoing, including, without limitation, all general intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to the Registered Trademarks.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

BIOMED HEALTHCARE, INC.,
a Delaware corporation

By: 
Name: Drew Walk
Title: President and Chief Executive Officer

SOLEO HEALTH HOLDINGS, INC.
a Delaware corporation

By: 
Name: Drew Walk
Title: President and Chief Executive Officer

[Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 005751 FRAME: 0612

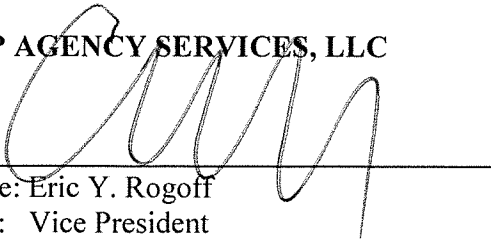
ACKNOWLEDGED BY AGENT:

FMP AGENCY SERVICES, LLC

By: _____

Name: Eric Y. Rogoff

Title: Vice President

A handwritten signature in black ink, appearing to read 'EROGOFF', is written over a horizontal line. The signature is fluid and cursive.

[Amended and Restated Trademark Security Agreement]

ANNEX 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

TRADEMARK REGISTRATIONS

<u>Name of Entity</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Trademark No.</u>
Biomed Healthcare, Inc.		11/25/2014	4645289
Biomed Healthcare, Inc.	SOLEO HEALTH	12/2/2014	4648210

TRADEMARK APPLICATIONS

<u>Name of Entity</u>	<u>Trademark Application</u>	<u>Application Filing Date</u>	<u>Application Serial No.</u>
Soleo Health Holdings, Inc.	SOLEO CONNECT	11/25/15	86/831,956