

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378254

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900358587

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: 7

Property Type	Number	Word Mark
Registration Number:	2671038	COALITION AMERICA
Registration Number:	2631186	CLAIMPASSXL
Registration Number:	1392718	HFN
Registration Number:	1379787	HFN
Registration Number:	2478085	ROLE
Registration Number:	2302824	COP
Registration Number:	2655575	ROCS

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: 4045723431

TRADEMARK

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: 03/28/2016

Total Attachments: 6

source=Stratose new trademark filing#page1.tif

source=Stratose new trademark filing#page2.tif

source=Stratose new trademark filing#page3.tif

source=Stratose new trademark filing#page4.tif

source=Stratose new trademark filing#page5.tif

source=Stratose new trademark filing#page6.tif

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.

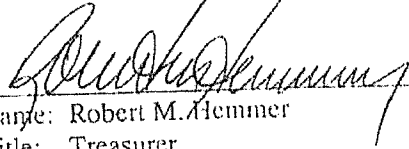
Section 6 **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature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

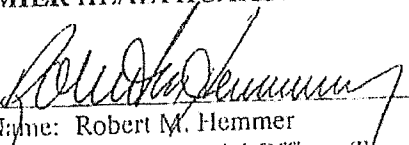
[Remainder of page intentionally left blank]

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.

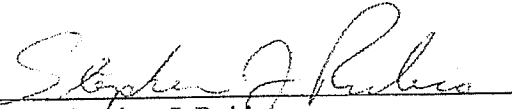
By: _____
Name: Robert M. Hemmer
Title: Chief Financial Officer, Treasurer and
Assistant Secretary

GLOBALCARE, INC.

By: Stephen J. Rubie
Name: Stephen J. Rubie
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

Schedule J

Trademark Registrations and Registration Applications:

Mark	Jurisdiction and Registration Body	Status	Reg. No./ Serial No.	Reg. Date/ Filing Date	Owner of Record	Security Party
Coalition America	US Patent and Trademark	Registered	2,671,038	January 7, 2003	Stratose, Inc.	Stratose, LLC
CLAIMPASSXL	US Patent and Trademark	Registered	2,631,186	October 8, 2002	Stratose, Inc.	Stratose, LLC
HFN (Drawing)	US Patent and Trademark	Registered	1,392,718	May 6, 1986	HFN, Inc.	HFN, LLC
HFN (Words Only)	US Patent and Trademark	Registered	1,379,787	January 21, 1986	HFN, Inc.	HFN, LLC
ROLE	US Patent and Trademark	Registered	2,478,085	August 14, 2001	HFN, Inc.	HFN, LLC
COP	US Patent and Trademark	Registered	2,302,824	December 21, 1999	HFN, Inc.	HFN, LLC
Rocs	US Patent and Trademark	Registered	2,655,575	December 3, 2002	HFN, Inc.	HFN, LLC