

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378760

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SOURCE MEDICAL SOLUTIONS, INC.		03/30/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4913410	THERAPYSOURCE	
<b>Serial Number:</b>	86891652	S SOURCEMED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, LTD		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F162241		
<b>NAME OF SUBMITTER:</b>	Teresa L. McNally		
<b>SIGNATURE:</b>	/Teresa L. McNally/		
<b>DATE SIGNED:</b>	03/31/2016		
<b>Total Attachments: 5</b>			
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**AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT**

This **AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT**, dated as of March 30, 2016 (this "Amendment"), is delivered pursuant to that certain Trademark Security Agreement, dated as of October 10, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and between **SOURCE MEDICAL SOLUTIONS, INC.**, a Delaware corporation (the "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as the administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

**WHEREAS**, Grantor and Agent are parties to (i) that certain Trademark Security Agreement recorded with the United States Patent and Trademark Office on October 10, 2012 at Reel 4878, Frame 0137, and (ii) that certain Amendment Number One to Trademark Security Agreement, dated September 8, 2014, at Reel 5358, Frame 0864;

**WHEREAS**, Grantor and Agent wish to amend the Trademark Security Agreement by amending by adding certain Trademarks to the Trademark Collateral.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Grantor and Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on Schedule A attached hereto (the "Additional Trademark Collateral"), which such Additional Trademark Collateral shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and, together with the other Trademark Collateral, shall secure all Secured Obligations.

2. Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants to Agent continuing security interests in all of Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. GRANTOR AND AGENT AGREE THAT THE PROVISIONS IN THE TRADEMARK SECURITY AGREEMENT WITH RESPECT TO CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER ARE APPLICABLE TO THIS AMENDMENT AS IF FULLY SET FORTH HEREIN.

4. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

5. This Amendment is a Loan Document.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

**GRANTORS:**

**SOURCE MEDICAL SOLUTIONS, INC.**, a Delaware corporation

By: Art Muela  
Name: Art Muela  
Title: EVP General Counsel


[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005762 FRAME: 0289**

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
a national banking association

By:   
Name: TIFFANY ORMON  
Title: DIRECTOR

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005762 FRAME: 0290**

**SCHEDULE A**  
**to**  
**AMENDMENT NUMBER TWO TO COPYRIGHT SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Serial/ Registration No.</b>
SOURCE MEDICAL SOLUTIONS, INC.	US	THERAPYSOURCE	86713424 / 4913410
SOURCE MEDICAL SOLUTIONS, INC.	US	S SOURCEMED	86891652 / --

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