

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM379645

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RICHMOND EMDS, INC.		03/31/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2779287	INTEGREAT	
<b>Registration Number:</b>	3369151	MEDISOFT	
<b>Registration Number:</b>	2837783	WEB VIEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>	215-569-5619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-15009		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	04/06/2016		
<b>Total Attachments: 4</b>			

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**SECURITY AGREEMENT**

**(TRADEMARKS)**

March 31, 2016

WHEREAS, RICHMOND EMDS, INC., a Delaware corporation ("Grantor"), has adopted, used and are using the trademarks listed opposite Grantor's name on the annexed Schedule 1, annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to PNC BANK, NATIONAL ASSOCIATION, as agent for the below-defined Lenders ("Grantee"), and the other Secured Parties, as defined in the Revolving Credit, Term Loan and Security Agreement, dated as of March 20, 2015 (the "Loan Agreement"), by and among MDEVERYWHERE MIDCO, INC., a Delaware corporation ("Holdings"), MDEVERYWHERE, INC. a Delaware corporation ("MDE"), E-MDS, INC., a Texas corporation ("EMDS"), Grantor (together with MDE, EMDS and each other Person from time to time joined as a party thereto as a borrower, the "Borrowers" and each a "Borrower"), the Persons which are now or which hereafter become a lender thereunder (collectively, the "Lenders" and each individually a "Lender"), and Grantee for the payment and performance of the Obligations (as defined in the Loan Agreement); and

WHEREAS, pursuant to the Loan Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of such Grantor in and to its general intangibles, including, without limitation, the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is PNC Bank, National Association, 2 North Lake Avenue, Suite 440, Pasadena, CA 91101, Attn: Suzanne Fitzgerald.

THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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

**RICHMOND EMDS, INC.,**  
a Delaware corporation

By: *Robb Warwick*  
Name: Robb Warwick  
Title: Treasurer

Signature Page to Trademark Security Agreement (Richmond EMDS)

**TRADEMARK**  
**REEL: 005766 FRAME: 0547**

ACCEPTED AND  
ACKNOWLEDGED BY:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By: *Suzanne Johnson*  
Name: Suzanne Johnson  
Title: Assistant Vice President

**SCHEDULE I TO SECURITY AGREEMENT****TRADEMARKS**

<b>Grantor</b>	<b>Mark</b>	<b>Registration or Serial No.</b>	<b>Country</b>	<b>Registration or Filing Date</b>
RICHMOND EMDS, INC.	INTEGRAT (word mark)	2779287	US	11/04/2003
RICHMOND EMDS, INC.	MEDISOFT (word mark)	3369151	US	01/15/2008
RICHMOND EMDS, INC.	WEB VIEW (word mark)	2837783	US	05/04/2004

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