

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM386077

<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>
Vericare Management, Inc.	FORMERLY Vericare Merger Sub, Inc.	05/31/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Manufacturers and Traders Trust Company		
<b>Street Address:</b>	501 Merritt 7		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06851		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2730434	VERICARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2159882757		
<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>Email:</b>	karen.spina@dbr.com		
<b>Correspondent Name:</b>	Robert E. Cannuscio		
<b>Address Line 1:</b>	One Logan Square, Ste. 2000		
<b>Address Line 2:</b>	Drinker Biddle & Reath LLP		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6996		
<b>NAME OF SUBMITTER:</b>	Robert E. Cannuscio		
<b>SIGNATURE:</b>	/Robert E. Cannuscio/		
<b>DATE SIGNED:</b>	05/31/2016		
<b>Total Attachments: 5</b>			
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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of May 31, 2016, by **VERICARE MANAGEMENT, INC. (f/k/a VERICARE MERGER SUB, INC.)**, a Delaware corporation, having a mailing address at 55 Hatchetts Hill Road, Old Lyme, CT 06371, and having an organizational number of 6049618 ("**Grantor**"), in favor of **MANUFACTURERS AND TRADERS TRUST COMPANY**, a New York banking corporation, having a mailing address at 501 Merritt 7, Norwalk, CT 06851, in capacity as the Administrative Agent for the Lenders (as defined below) ("**Secured Party**").

WHEREAS, on the date hereof, the Grantor has become a Grantor under that certain Security Agreement dated as of October 29, 2015, by and among MedOp Services, LLC, a Delaware limited liability company, Secured Party, and the other parties named therein, as supplemented and reaffirmed pursuant to that certain Consent, Waiver and First Amendment to Credit Agreement, dated as of the date hereof (as so supplemented and as the same may be amended, restated, supplemented or otherwise modified or replaced from time to time, the "**Security Agreement**").

WHEREAS, pursuant to the Security Agreement the Grantor has granted a security interest in certain property, including, without limitation, certain trademarks of the Grantor, to the Secured Party and the Grantor has agreed to execute this Agreement for recording with the United States Patent and Trademark Office; and

WHEREAS, the Trademark Collateral described in this Agreement is part of the Collateral described in the Security Agreement.

**ACCORDINGLY**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby makes the following covenants, agreements, representations and warranties for the benefit and security of Secured Party:

### **ARTICLE I** **CONSTRUCTION AND DEFINED TERMS**

Section 1.01. *Article and Section Headings.* Article and Section headings and captions in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. Unless otherwise expressly stated in this Agreement, references in this Agreement to Sections shall be read as Sections of this Agreement. Terms used in this Agreement shall be applicable to the singular and plural, and references to gender shall include all genders.

Section 1.02. *Security Agreement Defined Terms.* Capitalized terms that are not defined in this Agreement, but are defined in the Security Agreement, shall have the same definitions as in the Security Agreement, which definitions are incorporated herein by reference. Capitalized terms that are not defined in this Agreement or the Security

Agreement, shall have the same definitions as in the Loan Agreement (as defined in the Security Agreement).

## **ARTICLE II**

### **SECURITY INTEREST**

Section 2.01. Security Interest. To further secure the full and timely payment, performance and satisfaction of the Secured Obligations, and without limiting the legal operation and effect of any other Loan Document, Grantor hereby collaterally assigns to Secured Party, and grants to Secured Party a security interest in, all of Grantor's now owned and hereafter acquired, created or arising Trademark Collateral described below:

(a) All of Grantor's trademarks, service marks trade names, logos, including but not limited to the trademarks listed in Schedule A, (collectively, the "Trademarks"), and any filings, registrations and recordings of, and applications for, any thereof (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of said Act has been filed), and (i) the goodwill associated with any of the foregoing, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (the "**Trademark Collateral**").

Section 2.02. Supplement to Security Agreement. This Agreement has been entered into in connection with the security interests granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement.

## **ARTICLE III**

### **GENERAL PROVISIONS**

Section 3.01. Successors and Assigns. This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) be binding upon Grantor and its successors and assigns, and (ii) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and Secured Party's successors, transferees and assigns. This Agreement may not be assigned by Grantor without the prior written consent of Secured Party.

Section 3.02. Filing, Registering, Recording. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of the security interests herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this

Agreement. The Grantor shall pay all of the Secured Party's costs and expenses of filing, registering or recording this Agreement.

Section 3.03. Counterparts. This Agreement may be executed in counterparts and each shall be effective as an original, and a telecopy of this executed Agreement shall be effective as an original. In making proof of this Agreement, it shall not be necessary to produce more than one counterpart of this Agreement.

Section 3.04. Governing Law. This Agreement shall, except to the extent that federal law or laws of another state apply to the Trademarks or any part thereof, be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of law principles.

**[Signature Page Follows]**

IN WITNESS WHEREOF, and intending to be legally bound hereby, Grantor has executed and delivered this Agreement as of the day and year first above written.

**GRANTOR:**

**VERICARE MANAGEMENT, INC.  
(f/k/a VERICARE MERGER SUB, INC.)**

By:   
Name: Edgardo Mercadante  
Title: President

***Attachments:***

Schedule 1 (Trademarks)

**SCHEDULE 1 TO  
TRADEMARK SECURITY AGREEMENT**

***U.S Trademark Registrations:***

<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>SERVICE MARK</b>	<b>MARK DRAWING CODE</b>
76351986	2730434	VERICARE	TYPED DRAWING