

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM390342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Change Encircle, LLC		07/01/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 N. TRYON ST., Mail code: NC 1-001-05-45, One Independence Center		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3783923	ENCIRCLE HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<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>			
Phone:	301-638-0511		
Email:	penelope@ipresearchplus.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue, Ste 430		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		
DATE SIGNED:	07/05/2016		
Total Attachments: 4			
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CH \$40.00 3783923

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 1, 2016, by CHANGE ENCIRCLE, LLC, a Delaware limited liability company ("Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Grantor is a party to a Security Agreement dated as of November 2, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of Grantor:

(a) registered and applied for Trademarks of such Grantor listed on Schedule I attached hereto.

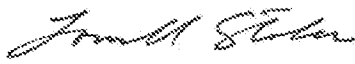
SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.13 thereof, the Administrative Agent shall, at the expense of Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

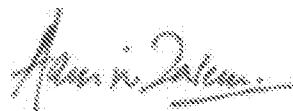
[Signature pages follow.]

CHANGE ENCIRCLE, LLC,
as Grantor

By: 
Name: Lowell Stokes
Title: Assistant Secretary

[Trademark Security Agreement]

BANK OF AMERICA, N.A.,
as Administrative Agent

A handwritten signature in black ink, appearing to read "Aamir Saleem", written over a horizontal line.

By: _____
Name: Aamir Saleem
Title: Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 005823 FRAME: 0984

Schedule I
Trademark Registrations and Use Applications

Registrations:

Owner	Registration No.	Mark
Change Encircle, LLC	3,783,923	ENCIRCLE HEALTHCARE and Design

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