

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
V FINANCIAL SOLUTIONS, LLC		07/19/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK, as Collateral Agent		
Street Address:	303 PEACHTREE STREET, N.E.		
Internal Address:	25TH FLOOR		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4540065	EXPEDI-X	
Registration Number:	4419822	V ENROLL	
Registration Number:	4369740	V FINANCIAL SOLUTIONS, LLC	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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:	6463667120		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Daniel Gold/White & Case LLP		
Address Line 1:	1155 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1135397-0024-N997		
NAME OF SUBMITTER:	Daniel Gold		
SIGNATURE:	/Daniel Gold/		
DATE SIGNED:	07/20/2016		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (“*Trademark Security Agreement Supplement*”), dated July 19, 2016, is made by the Persons listed on the signature page hereof (each, a “*Grantor*”) in favor of SunTrust Bank (“*SunTrust*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Project Agora Holdings Corporation, a Delaware corporation and Global Healthcare Exchange, LLC, a Delaware limited liability company have entered into a Senior Secured Credit Agreement dated as of August 13, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with SunTrust, as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, each Grantor and certain other Persons have executed and delivered that certain Security Agreement dated August 13 made by each Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and that certain Intellectual Property Security Agreement dated August 13, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of each Grantor and has agreed as a condition thereof to execute this Trademark Security Agreement Supplement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, except to the extent any applicable law, regulation or agreement with a domain name registrar prohibits the creation of a security interest therein or would otherwise invalidate any Grantor’s right, title or interest therein (the “*Additional Collateral*”):

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with

respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule VI to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this Trademark Security Agreement Supplement secures the payment of all Obligations of each Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this Trademark Security Agreement Supplement.

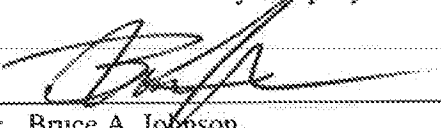
SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

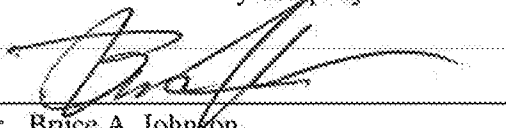
H-CARD, LLC,
a Delaware limited liability company

By: 
Name: Bruce A. Johnson
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

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


V FINANCIAL SOLUTIONS, LLC,
a Delaware limited liability company

By: 
Name: Bruce A. Johnson
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

SUNTRUST BANK, as Collateral Agent

By: 
Name: Hays Wood
Title: vice president

Address for notices:

303 Peachtree Street, N.E., 25th Floor
Atlanta, Georgia 30308
Attn: Doug Weltz Fax:
(404) 495-2170
doug.weltz@suntrust.com

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005840 FRAME: 0400

SCHEDULE A

Trademarks Owned by V Financial Solutions, LLC:

Trademark	Reg. No.	Reg. Date	App. No.	App. Date	Owner
EXPEDI-X	4540065	5/27/2014	85926364	5/8/2013	V Financial Solutions, LLC
V ENROLL (and Design)	4419822	10/15/2013	85779884	11/15/2012	V Financial Solutions, LLC
V FINANCIAL SOLUTIONS, LLC (and Design)	4369740	7/16/2013	85602320	4/19/2012	V Financial Solutions, LLC

Trademarks Owned by H-Card, LLC:

Trademark	Reg. No.	Reg. Date	App. No.	App. Date	Owner
HAP-X	4060870	11/22/2011	85023135	4/26/2010	H-Card, LLC
H-CARD	3397144	3/18/2008	77063016	12/13/2006	H-Card, LLC

[Signature Page to Trademark Security Agreement]