

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396110

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
V Financial Solutions, LLC		08/23/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Collateral Agent		
Street Address:	303 Peachtree Street, N.E., 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:	2134522329		
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1135397-0024-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	08/23/2016		
Total Attachments: 7			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Second Lien Trademark Security Agreement*”) dated August 23, 2016, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) 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 Second Lien Credit Agreement dated as of August 23, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with SunTrust Bank, 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, as a condition precedent to the making of Loans by the Lenders, each Grantor has executed and delivered that certain Second Lien Security Agreement dated August 23, 2016, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Second Lien Trademark Security Agreement for recording with the U.S. Patent and Trademark 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 (other than the excluded collateral pursuant to Section 1 of the Security Agreement, the “*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) 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 Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Second Lien Trademark Security Agreement secures the payment of all Obligations of such 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 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Second Lien Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Second Lien Trademark Security Agreement 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 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 Second Lien Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

GLOBAL HEALTHCARE EXCHANGE, LLC,
a Delaware limited liability company

By: _____
Name: Robert D. Gillespie
Title: Chief Financial Officer

GLOBAL HEALTHCARE EXCHANGE, INC.,
a Delaware corporation

By: _____
Name: Robert D. Gillespie
Title: Vice President

VENDORMATE, INCORPORATED,
a Georgia corporation

By: _____
Name: Robert D. Gillespie
Title: Vice President

H-CARD, LLC,
a Delaware limited liability company

By: _____
Name: Robert D. Gillespie
Title: Vice President

V FINANCIAL SOLUTIONS, LLC,
a Delaware limited liability company

By: _____
Name: Robert D. Gillespie
Title: Vice President

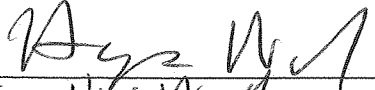
Address for Notices:

GHX Headquarters
1315 W. Century Dr., Suite 100
Louisville, Colorado 80027
P: 720.887.7000
F: 720.887.7200
ATTN: Chief Executive Officer

[Signature Page to IP Security Agreement (Trademarks)]

Accepted and Agreed:

SUNTRUST BANK, as Collateral Agent

By: 
Name: Doug Weltz
Title: Vice President

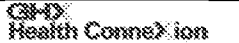


Address for Notices:

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

SCHEDULE A


TRADEMARKS

Global Healthcare Exchange, LLC

Grantor	Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
Global Healthcare Exchange, LLC	NUVIA	U.S.	77/934,296	2/12/10	3,856,174	10/5/10
Global Healthcare Exchange, LLC	ONDEMAND AP	U.S.	77/604,808	10/31/08	3,681,736	9/8/09
Global Healthcare Exchange, LLC	GLOBAL HEALTHCARE EXCHANGE	U.S.	76/076,485	6/23/00	3,383,645	2/19/08
Global Healthcare Exchange, LLC	HEALTHCARE SUPPLY CLOUD	U.S.	85/251447	2/25/11	4,200,185	8/28/12
Global Healthcare Exchange, LLC	GHX MISHARE	U.S.	77/444,772	4/10/08	3,659,021	7/21/09
Global Healthcare Exchange, LLC	GHX CONNECT PLUS	U.S.	85/085176	7/15/10	3,961,029	5/17/11
Global Healthcare Exchange, LLC		U.S.	77/689,184	03/12/09	3,883,578	11/30/10
Global Healthcare Exchange, LLC		U.S.	76/471,430	11/21/02	2,850,295	6/8/04
Global Healthcare Exchange, LLC		U.S.	76/130,042	9/18/00	3,462,749	7/8/08
Global Healthcare Exchange, LLC	G-FAX	U.S.	77/525,014	7/17/08	3,706,460	11/3/09

Grantor	Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
Global Healthcare Exchange, LLC	ALLSOURCE	U.S.	76/471,428	11/21/02	2,852,687	6/15/2004
Global Healthcare Exchange, LLC	ITEM CONNEXION	US	87071395	6/14/2016		
Global Healthcare Exchange, LLC	CLINICAL CONNEXION	US	87071405	6/14/2016		
Global Healthcare Exchange, LLC	HEALTHNEXUS	US	86/406,957	9/26/14	4775813	7/21/15
Global Healthcare Exchange, LLC	ONDEMAND AP	US	86/645,378	5/29/15	4,880,962	1/5/2016

Vendormate, Inc.

Grantor	Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
Vendormate, Inc.		US	78/719,580	9/23/05	3145107	9/19/06

H-Card, LLC

Grantor	Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
H-Card, LLC	HAP-X	US	85023135	4/26/2010	4,060,870	11/22/2011
H-Card, LLC	H-CARD	US	77063016	12/13/2006	3,397,144	3/18/2008

V Financial Solutions, LLC

Grantor	Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
V Financial Solutions, LLC	EXPEDI-X	US	85926364	5/8/2013	4,540,065	5/27/2014
V Financial Solutions, LLC	V ENROLL (and Design)	US	85779884	11/15/2012	4,419,822	10/15/2013
V Financial Solutions, LLC	V FINANCIAL SOLUTIONS, LLC (and Design)	US	85602320	4/19/2012	4,369,740	7/16/2013