

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399498

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	9

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hospitalist Consultants, LLC		09/09/2016	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch as Administrative Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4655119	HOSPITALIST CONSULTANTS, INC.

CORRESPONDENCE DATA

Fax Number: 7147558290
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.

Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	030786-0678
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	09/22/2016

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement (this "Agreement"), dated as of Septembers _____, 2015, is hereby executed and delivered and signed (each, a "Grantor") in favor of Credit Suisse AG, Cayman Islands Branch as Administrative Agent (together with its successors, in such capacity, the "Administrative Agent") for the benefit of the Secured Parties (as defined in the Second Lien Pledge and Security Agreement described below).

WHEREAS, each Grantor has executed and delivered that certain Assumption Agreement, dated as of the date hereof, in favor of the Administrative Agent, pursuant to which such Grantor has become an "Additional Grantor" under that certain Second Lien Pledge and Security Agreement, dated as of July 31, 2015, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated or otherwise modified, the "Second Lien Pledge and Security Agreement"), and pursuant to which such Grantor has granted to the Administrative 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 Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Administrative Agent hereby agree as follows:

I. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Second Lien Pledge and Security Agreement or the Credit Agreement referred to therein.

II. Grant of Security Interest. Each Grantor hereby collaterally assigns, grants, mortgages and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all registered United States trademarks, trade names, trade dress, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, in each case registered or recorded with (or applications for registration or recordation) the United States Patent and Trademark Office, including, without limitation, any of the foregoing referred to on Schedule A and all rights corresponding thereto throughout the United States;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; and
- (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto;

provided, however, that (i) the foregoing shall not include any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law and (ii) the Trademark Collateral shall not include any Excluded Assets.

III. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Second Lien Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall control.

IV. Release. The Liens granted by each Grantor hereunder shall terminate concomitantly with the Liens granted by such Grantor under the Second Lien Pledge and Security Agreement in accordance with its terms.

V. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

VI. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

VII. Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), 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.


VIII. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Administrative Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to Credit Suisse AG, Cayman Islands Branch, as administrative agent and/or collateral agent, pursuant to or in connection with the First Lien Credit Agreement, dated as of July 31, 2015 among Holdings, the Borrowers, the guarantors from time to time party thereto, the lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as administrative agent and the other parties thereto, as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time and (ii) the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement dated as of July 31, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Credit Suisse AG, Cayman Islands Branch, as First Lien Administrative Agent, Credit Suisse AG, Cayman Islands Branch, as Second Lien Administrative Agent, each additional Second Priority Representative and Senior Representative from time to time party thereto and Holdings, the Borrowers and their respective subsidiaries and affiliated entities party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[Signatures follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

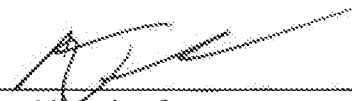
GRANTORS:

ECI Healthcare Partners, LLC
Clinix Medical Information Services LLC
Emergency Consultants, LLC
Emergency Consultants PSO, LLC
Hospitalist Consultants, LLC

By: 
Name: Thomas Dolan
Title: Authorized Officer

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as
Administrative Agent

By: 
Name: Robert Hetu
Title: Authorized Signatory


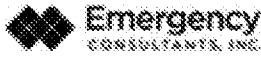
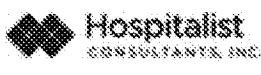

By: 
Name: Nicholas Goss
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Agreement]

TRADEMARK
REEL: 005882 FRAME: 0832

SCHEDULE A

TRADEMARKS

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
CLINIX	78811390 (February 9, 2006)	3187034 (December 19, 2006)	Clinix Medical Information Services LLC
CLINIXPM	78289 (March 2, 2009)	3604563 (April 7, 2009)	Clinix Medical Information Services LLC
DOCUMENTALITY	77704197 (April 1, 2009)	3727687 (December 22, 2009)	Emergency Consultants, LLC
	75522411 (July 13, 1998)	2263170 (July 20, 1999)	Emergency Consultants, LLC
	86019510 (July 25, 2013)	4616057 (October 7, 2014)	Emergency Consultants, LLC
EMERGENCY CONSULTANTS, INC.	86019478 (July 25, 2013)	4608242 (September 23, 2014)	Emergency Consultants, LLC
GREAT PARTNERS. GREAT PEOPLE.	86019572 (July 25, 2013)	4504780 (April 1, 2014)	Emergency Consultants, LLC
QUALCHART	75374562 (October 14, 1997)	2205654 (November 24, 1998)	Emergency Consultants PSO, LLC
WE TAKE CARE OF THE PEOPLE WHO TAKE CARE OF PATIENTS	86019541 (July 25, 2013)	4504777 (April 1, 2014)	Emergency Consultants, LLC
	86077571 (September 28, 2013)	4655119 (December 16, 2014)	Hospitalist Consultants, LLC
ECI HEALTHCARE PARTNERS	86003300 (July 5, 2013)	4591435 (August 26, 2014)	ECI Healthcare Partners, LLC
	86003312 (July 5, 2013)	4591436 (August 26, 2014)	ECI Healthcare Partners, LLC

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
HEALTHCARE WITH PEOPLE IN MIND	86003317 (July 5, 2013)	4591437 (August 26, 2014)	ECI Healthcare Partners, LLC