

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM403069

<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>
HEALTH PLAN SYSTEMS, INC.		10/20/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALPINE CAPITAL, LLC		
<b>Street Address:</b>	2100 Rexford Road		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28211		
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4055729	HPS NOVUS	
<b>Registration Number:</b>	3937762	COMPLEMED	
<b>Registration Number:</b>	4267991	HPS TANDEM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037125050		
<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>Phone:</b>	703-712-5352		
<b>Email:</b>	jmiller@mcguirewoods.com		
<b>Correspondent Name:</b>	Joyce Miller		
<b>Address Line 1:</b>	1750 Tysons Blvd.		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Tysons, VIRGINIA 22102		
<b>NAME OF SUBMITTER:</b>	Joyce Miller		
<b>SIGNATURE:</b>	/Joyce Miller/		
<b>DATE SIGNED:</b>	10/24/2016		
<b>Total Attachments: 5</b> source=Trademarks#page1.tif			

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of October 20, 2016, is made by HEALTH PLAN SYSTEMS, INC., a Delaware corporation (together with any other entity that may become a party hereto as provided herein, the "Grantor"), in favor of ALPINE CAPITAL, LLC, a North Carolina limited liability company, as lender (in such capacity, the "Lender").

W I T N E S S E T H:

WHEREAS, Grantor, Comprehensive Healthcare Systems Inc. ("Parent Borrower" and together with Grantor and other Subsidiaries of the Parent Borrower party thereto from time to time as Borrowers, collectively, "Borrowers"), the other subsidiaries of the Parent Borrower from time to time party thereto, and the Lender have entered into that certain Credit and Security Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit and Security Agreement");

WHEREAS, pursuant to the Credit and Security Agreement, the Lender has agreed to make extensions of credit and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrowers are members of an affiliated group of companies that includes Grantor;

WHEREAS, pursuant to the Credit and Security Agreement, Grantor and its affiliates party thereto pledged and granted to the Lender a security interest in all of their right, title and interest in Intellectual Property, including without limitation its trademarks; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to enter into the Credit and Security Agreement and to induce the Lender to make or to continue to make extensions of credit and other financial accommodations to the Borrowers thereunder, Grantor hereby agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit and Security Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants to the Lender, to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, a security interest in all of its right, title and interest in, to and under the following, whether now owned by, or hereafter acquired by Grantor (including under any trade name or derivations thereof):

- (1) each of its trademarks and trademark applications, including, without limitation, each trademark and trademark application referred to in Schedule A hereto with respect to Grantor, together with any reissues, continuations or extensions thereof and all goodwill associated therewith (though excluding any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark office);
- (2) each of its trademark license, including, without limitation, each trademark license listed on Schedule A hereto with respect to Grantor, together with all goodwill associated therewith (but in each case only to the extent permitted by the terms of the applicable license, and provided the grant of a security interest in such license would not result in the loss of rights or a create a default thereunder); and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule A, any trademark issued pursuant to a trademark application referred to in Schedule A, and any trademark licensed under any trademark license listed on Schedule A hereto (items (1) through (3) being herein collectively referred to as the "Trademark Collateral").

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Credit and Security Agreement and is expressly subject to the terms and conditions thereof.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

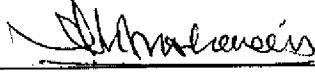
SECTION 5. Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, will be governed by the laws of the State of North Carolina, without regard to any conflicts of laws principles thereof that would call for the application of the laws of any other jurisdiction, except to the extent that the validity or perfection of the security interests granted hereunder, or remedies related thereto, in respect of any particular collateral are governed by the laws of a jurisdiction other than the State of North Carolina.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**HEALTH PLAN SYSTEMS, INC.**

By:   
Name: Dr. A. Hassan Mohaideen  
Title: President & CEO

Trademark Security Agreement Signature Page

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**TRADEMARK**  
**REEL: 005908 FRAME: 0315**

ALPINE CAPITAL, LLC

By: 

Name:

Title:

ALAN B. REIDOS II

CEO

Trademark Security Agreement Signature Page

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TRADEMARK

REEL: 005908 FRAME: 0316

Schedule A

**TRADEMARKS**

**U.S. Trademarks**

<u>Grantor</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
HEALTH PLAN SYSTEMS, INC.	HPS NOVUS	November 15, 2011	4055729
HEALTH PLAN SYSTEMS, INC.	COMPLEMED	March 29, 2011	3937762
HEALTH PLAN SYSTEMS, INC.	HPS TANDEM	January 1, 2013	4267991