

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM405246

<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>
MedCenterDisplay, LLC		11/10/2016	Limited Liability Company:
PatientPoint Network Solutions, LLC		11/10/2016	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Administrative Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3799364	HEALTHY ADVICE	
Registration Number:	3799382	HEALTHY ADVICE	
Registration Number:	3906197	PATIENTPOINT	
Registration Number:	3906659	PATIENT POINT	
Registration Number:	3799546	PRACTICEWIRE	
Registration Number:	3893056	SMART CHOICES. SIMPLE STEPS.	
Registration Number:	3893057	SMART CHOICES. SIMPLE STEPS.	
Registration Number:	4447213	PATIENTPOINT	
Registration Number:	4447194	PATIENTPOINT	
Registration Number:	4447216	PATIENTPOINT	
Registration Number:	4443404	PATIENTPOINT	
Registration Number:	4443403	PATIENTPOINT	
Registration Number:	4900137	PATIENTPOINT 360°	
Registration Number:	4710642	PATIENTPOINTS	
Registration Number:	4690995	FIRST FILL TO REFILL	
Registration Number:	3795342	MEDCENTERDISPLAY	
Registration Number:	4250310	MEDCENTERDISPLAY	
Registration Number:	3291715	MEDCENTERTODAY	
<b>TRADEMARK</b>			

CH \$465.00 3799364

**CORRESPONDENCE DATA****Fax Number:** 2149813400

*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:** 214-981-3483**Email:** dclark@sidley.com**Correspondent Name:** Dusan Clark, Esq.**Address Line 1:** Sidley Austin LLP**Address Line 2:** 2021 McKinney Ave., Suite 2000**Address Line 4:** Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	65241-30050
<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	11/11/2016

**Total Attachments: 7**

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THIS TRADEMARK SECURITY AGREEMENT, dated as of November 10, 2016, is made by MedCenterDisplay, LLC and PatientPoint Network Solutions, LLC (collectively, the “Grantor”), in favor of Antares Capital LP (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 31, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrowers, Holdings, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

1. all renewals and extensions of the foregoing;
2. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
3. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Termination. Upon satisfaction of the conditions set forth in 10.10(b)(iii) of the Credit Agreement, the Administrative Agent, at the request and the expense of the Grantor, shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under Trademark Security Agreement.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


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

Very truly yours,

MEDCENTERDISPLAY, LLC  
as Grantor

By:   
Name: Patrick O'Brien  
Title: Secretary

PATIENTPOINT NETWORK SOLUTIONS, LLC  
as Grantor

By:   
Name: Gregory Robinson  
Title: Chief Financial Officer and Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

ANTARES CAPITAL LP  
as Administrative Agent

By: \_\_\_\_\_  
Name: Lofton Spencer  
Title: Duly Authorized Signatory

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

Very truly yours,

MEDCENTERDISPLAY, LLC  
as Grantor

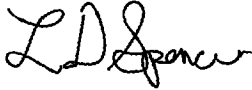
By: \_\_\_\_\_  
Name:  
Title:

PATIENTPOINT NETWORK SOLUTIONS, LLC  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

ANTARES CAPITAL LP  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Lofton Spencer  
Title: Duly Authorized Signatory


*Signature page to Trademark Security Agreement  
(MCD)*





**TRADEMARK**  
**REEL: 005918 FRAME: 0782**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Country	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
U.S.	HEALTHY ADVICE	Serial No. 77/852,050 Reg. No. 3,799,364	Filing Date 10/19/2009 Reg. Date 6/8/2010	PPNS	Registered
U.S.	HEALTHY ADVICE	Serial No. 77/852,258 Reg. No. 3,799,382	Filing Date 10/19/2009 Reg. Date 6/8/2010	PPNS	Registered
U.S.	PATIENTPOINT	Serial No. 77/696,214 Reg. No. 3,906,197	Filing Date 3/20/2009 Reg. Date 1/18/2011	PPNS	Registered
U.S.	PATIENT  POINT	Serial No. 77/927,119 Reg. No. 3,906,659	Filing Date 2/3/2010 Reg. Date 1/18/2011	PPNS	Registered
U.S.	PRACTICEWIRE	Serial No. 77/895,091 Reg. No. 3,799,546	Filing Date 12/16/2009 Reg. Date 6/8/2010	PPNS	Registered
U.S.	SMART CHOICES. SIMPLE STEPS.	Serial No. 85/018,009 Reg. No. 3,893,056	Filing Date 4/20/2010 Reg. Date 12/21/2010	PPNS	Registered
U.S.	SMART CHOICES. SIMPLE STEPS.	Serial No. 85/018,017 Reg. No. 3,893,057	Filing Date 4/20/2010 Reg. Date 12/21/2010	PPNS	Registered

Country	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
U.S.	PATIENTPOINT	Serial No. 85/905,603 Reg. No. 4,447,213	Filing Date 4/16/2013 Reg. Date 12/10/2013	PPNS	Registered
U.S.	PATIENTPOINT	Serial No. 85/905,204 Reg. No. 4,447,194	Filing Date 4/16/2013 Reg. Date 12/10/2013	PPNS	Registered
U.S.	PatientPoint 	Serial No. 85/905,635 Reg. No. 4,447,216	Filing Date 4/16/2013 Reg. Date 12/10/2013	PPNS	Registered
U.S.	PatientPoint 	Serial No. 85/905,889 Reg. No. 4,443,404	Filing Date 4/16/2013 Reg. Date 12/3/2013	PPNS	Registered
U.S.	PatientPoint 	Serial No. 85/905,863 Reg. No. 4,443,403	Filing Date 4/16/2013 Reg. Date 12/3/2013	PPNS	Registered
U.S.	PATIENTPOINT 360°	Serial No. 86/218,745 Reg. No. 4,900,137	Filing Date 3/12/2014 Reg. Date 2/16/2016	PPNS	Registered
U.S.		Serial No. 86/197,650 Reg. No. 4,710,642	Filing Date 2/19/2014 Reg. Date 3/31/2015	PPNS	Registered
U.S.	FIRST FILL TO REFILL	Serial No. 86/197,669 Reg. No. 4,690,995	Filing Date 2/19/2014 Reg. Date 2/24/2015	PPNS	Registered
U.S.	MEDCENTERDISPLAY	Serial No. 77/978,944 Reg. No. 3,795,342	Filing Date: 07/25/2007 Reg. Date: 5/25/2010	MCD	Registered



Country	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
U.S.	MEDCENTERDISPLAY	Serial No. 77/283,522 Reg. No. 4,250,310	Filing Date: 07/25/2007  Reg. Date 11/27/2012	MCD	Registered
U.S.	MEDCENTERTODAY <sup>1</sup>	Serial No. 78/642,598 Reg. No. 3,291,715	Filing Date: 06/02/2005  Reg. Date 11/27/2012	MCD	Registered

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.

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<sup>1</sup>

This TM will be assigned prior to or shortly after closing of the MCD acquisition.