

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407612

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VACO HEALTHCARE, LLC		12/01/2016	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK, AS 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: 5			
Property Type	Number	Word Mark	
Registration Number:	4818273	PIVOT POINT	
Registration Number:	4541621	PIVOT POINT CONSULTING	
Registration Number:	4541476	PIVOT POINT CONSULTING	
Registration Number:	4380276		
Serial Number:	85816075	PIVOT POINT TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	410643.094		
NAME OF SUBMITTER:	John E. Slaughter, III		
SIGNATURE:	/John E. Slaughter, III/		

OP \$140.00 4818273

DATE SIGNED:	12/05/2016
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Total Attachments: 5

source=2016 Trademark Security Agreement from Vaco Healthcare, LLC to SunTrust Bank, as Agent#page1.tif
source=2016 Trademark Security Agreement from Vaco Healthcare, LLC to SunTrust Bank, as Agent#page2.tif
source=2016 Trademark Security Agreement from Vaco Healthcare, LLC to SunTrust Bank, as Agent#page3.tif
source=2016 Trademark Security Agreement from Vaco Healthcare, LLC to SunTrust Bank, as Agent#page4.tif
source=2016 Trademark Security Agreement from Vaco Healthcare, LLC to SunTrust Bank, as Agent#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2016, is made by the undersigned (the "Grantor"), in favor of SUNTRUST BANK ("SunTrust"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (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 3, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Credit Parties party thereto, the Lenders from time to time party thereto and SunTrust, as Agent for the Lenders and for itself as a Lender, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of October 3, 2014, in favor of the Agent (as the same 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 the Borrower; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to make their respective Loans to the Borrower under the Credit Agreement, the Grantor hereby agrees with the 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. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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 the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. 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.

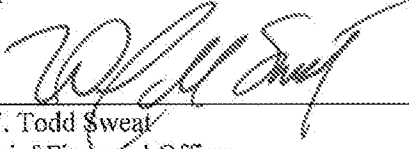
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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,

VACO HEALTHCARE, LLC,
a Tennessee limited liability company,
as Grantor

By: 
Name: W. Todd Sweat
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first written above:

SUNTRUST BANK,
as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the 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,

VACO HEALTHCARE, LLC,
a Tennessee limited liability company,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first written above:

SUNTRUST BANK,
as Agent

By: _____
Name: **Brian Guffin**
Title: **Director**

Schedule 1

**Pivot Point Consulting, LLC
(Delaware Limited Liability Company)**

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
PIVOT POINT and Design	4818273	09/22/15
PIVOT POINT CONSULTING and Design	4541621	06/03/14
PIVOT POINT CONSULTING	4541476	06/03/14
Design Only	4380276	08/06/13

Trademark Application

Mark	Appl. No.	Filing Date
PIVOT POINT TECHNOLOGIES and Design	85816075	01/04/13