

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409719

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Precision Medicine Group, Inc.		12/20/2016	Corporation: DELAWARE
Precision Advisors, LLC		12/20/2016	Limited Liability Company: NEW JERSEY
Precision Promotional Effectiveness, LLC		12/20/2016	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	Healthcare Financial Solutions, LLC, as Agent
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	4558445	PB PRECISION BIOSERVICES
Registration Number:	4550234	PM PRECISION FOR MEDICINE
Registration Number:	4754267	PLN PRECISION LABORATORY NETWORK
Registration Number:	4263157	THE HOBART GROUP
Registration Number:	4156644	THE HOBART GROUP
Registration Number:	4137889	HOBART FORTE
Registration Number:	4160066	HOBART FORTE
Registration Number:	4156639	HOBART INNOVATIONS
Registration Number:	4156645	HOBART INNOVATIONS
Registration Number:	4352310	HOBART GROUP HOLDINGS
Registration Number:	4060125	SECURING ACCESS...DRIVING DEMAND
Registration Number:	4066854	
Registration Number:	4558448	HOBART CORE
Registration Number:	4558447	HOBART CORE
Registration Number:	4808972	QNAV

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4974189	THE FUTURE OF MEDICINE IS PRECISION
Registration Number:	5052303	PRECISION FOR MEDICINE
Registration Number:	5052304	PRECISION FOR MEDICINE ACCELERATING VALU
Registration Number:	4921182	PRECISION FOR VALUE
Registration Number:	5070956	PRECISION ADVISORS
Registration Number:	4930566	Q
Registration Number:	5052305	PRECISION FOR MEDICINE
Registration Number:	4469205	PRECISION HEALTH ECONOMICS
Registration Number:	4520974	CORE ACCESS GROUP
Registration Number:	4630862	CORE
Serial Number:	86546840	PATH ANALYTICS PLATFORM
Serial Number:	86552630	PRECISION FOR MEDICINE THE FUTURE OF MED
Serial Number:	86760845	PRECISION FOR HEALTH
Serial Number:	87089860	PRECISION MEDICINE GROUP
Serial Number:	87089856	PRECISION MEDICINE GROUP
Serial Number:	87089900	PRECISION GLOBAL HEALTH
Serial Number:	87089892	PRECISION GLOBAL HEALTH
Serial Number:	87089866	PRECISION EFFECT
Serial Number:	87089871	PRECISIONEFFECT
Serial Number:	87089878	PRECISION ONCOLOGY
Serial Number:	87089882	PRECISION ONCOLOGY THE FUTURE OF ONCOLOG
Serial Number:	87113204	PATH EXPLORE
Serial Number:	87113208	PATH EXPLORE
Serial Number:	87113212	PRECISION HEALTH ECONOMICS

CORRESPONDENCE DATA

Fax Number: 4044435697

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: 704-343-2335

Email: lallen@mcguirewoods.com

Correspondent Name: My Ngo, Esq.

Address Line 1: McGuireWoods LLP

Address Line 2: 1230 Peachtree Street, N.E., Suite 2100

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Latosha E. Allen
SIGNATURE:	/Latosha E. Allen/
DATE SIGNED:	12/21/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2016, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Healthcare Financial Solutions, LLC** (“HFS”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “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 December 20, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Precision Medicine Group, Inc., a Delaware corporation (the “Borrower”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and HFS, as 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 Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of 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 the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are 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 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 Borrower thereunder, each Grantor hereby agrees with 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. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and

** Healthcare Financial Solutions, LLC is a Delaware limited liability company that does business as HFS Healthcare Financial Solutions, LLC in Alabama, California, Florida, Illinois, Maryland, Missouri, New Jersey, New Mexico and Texas and as HFS Healthcare Financial Solutions in New Hampshire.

security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks referred to on Schedule 1 hereto;
- (a) all renewals and extensions of the foregoing;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (c) 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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

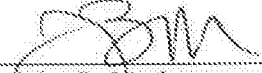
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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.

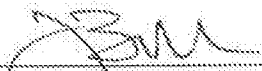
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

PRECISION MEDICINE GROUP, INC., as Grantor

By: 
Name: John B. Mariano
Title: Vice President and Secretary

PRECISION ADVISORS, LLC, as Grantor

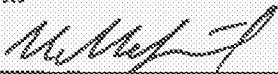
By: 
Name: John B. Mariano
Title: Vice President and Secretary

**PRECISION PROMOTIONAL EFFECTIVENESS,
LLC, as Grantor**

By: 
Name: John B. Mariano
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:







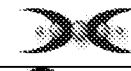

HEALTHCARE FINANCIAL SOLUTIONS, LLC
as Agent

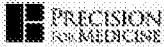

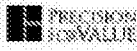



By: 
Name: IVAN MEDNIKOV
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT





Trademark Registrations





1. REGISTERED TRADEMARKS

Trademark	Application No./Filed	Registration No./Issued	Current Owner
	85/902971 04/12/2013	4558445 07/01/2014	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
	85/902974 04/12/2013	4550234 06/17/2014	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
	86/219065 03/12/2014	4754267 06/16/2015	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
THE HOBART GROUP	85/302698 04/22/2011	4263157 12/25/2012	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
	85/304708 04/26/2011	4156644 06/12/2012	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
HOBART FORTE	85/304106 04/25/2011	4137889 05/08/2012	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
	85/304764 04/26/2011	4160066 06/19/2012	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
HOBART INNOVATIONS	85/304121 04/25/2011	4156639 06/12/2012	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
	85/304758 04/26/2011	4156645 06/12/2012	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
HOBART GROUP HOLDINGS	85/304140 04/25/2011	4352310 06/18/2013	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
SECURING ACCESS...DRIVING DEMAND	85/304148 04/25/2011	4060125 11/22/2011	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
	85/304777 04/26/2011	4066854 12/06/2011	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
	85/903425 04/12/2013	4558448 07/01/2014	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
HOBART CORE	85/903424 04/12/2013	4558447 07/01/2014	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
QNAV	85/926209 05/08/2013	4808972 09/08/2015	Hobart Innovations LLC (former name of Precision Advisors, LLC)*

THE FUTURE OF MEDICINE IS PRECISION	86/511165 01/22/2015	4974189 06/07/2016	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
	86/546843 02/26/2015	5052303 10/04/2016	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
	86/546854 02/26/2015	5052304 10/04/2016	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
	86/546848 02/26/2015	4921182 03/22/2016	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
	86/546829 02/26/2015	5070956 11/01/16	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
	86/546836 02/26/2015	4930566 04/05/2016	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
PRECISION FOR MEDICINE	86/547212 02/26/2015	5052305 10/04/2016	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
PRECISION HEALTH ECONOMICS	85861593 02/27/2013	4469205 01/21/2014	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
	86039861 08/16/2013	4520974 04/29/2014	Core Access Group LLC (former name of Precision Promotional Effectiveness, LLC)*
CORE	86039819 08/16/2013	4630862 11/04/2014	Core Access Group LLC (former name of Precision Promotional Effectiveness, LLC)*

2. TRADEMARK APPLICATIONS

Trademark	Application No./Filed	Current Owner
PATH ANALYTICS PLATFORM	86/546840 02/26/2015	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
	86/552630 03/04/2015	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
	86/760845 09/18/2015	Precision for Medicine Holdings, Inc. (former name of Precision Medicine Group, Inc.)*
PRECISION MEDICINE GROUP	87/089860 06/30/2016	Precision Medicine Group, Inc.
	87/089856 06/30/2016	Precision Medicine Group, Inc.
PRECISION GLOBAL HEALTH	87/089900 6/30/2016	Precision Medicine Group, Inc.
	87/089892 6/30/2016	Precision Medicine Group, Inc.
PRECISION EFFECT	87/089866 6/30/2016	Precision Medicine Group, Inc.
precisioneffect	87/089871 06/30/2016	Precision Medicine Group, Inc.

 PRECISION ONCOLOGY	87/089878 6/30/2016	Precision Medicine Group, Inc.
 PRECISION ONCOLOGY THE FUTURE OF ONCOLOGY IS PRECISION	87/089882 06/30/2016	Precision Medicine Group, Inc.
PRECISION HEALTH ECONOMICS	015594344 06/30/2016	Precision Medicine Group, Inc.
 PRECISION HEALTH ECONOMICS	015594328 06/30/2016	Precision Medicine Group, Inc.
 PRECISION forVALUE	015594351 06/30/2016	Precision Medicine Group, Inc.
PATH EXPLORE	87113204 07/22/2016	Precision Medicine Group, Inc.
PATH EXPLORE	87113208	Precision Medicine Group, Inc.
PRECISION HEALTH ECONOMICS	87113212	Precision Medicine Group, Inc.