

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410155

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ContextMedia Health, LLC		12/23/2016	Corporation: DELAWARE
AccentHealth LLC		12/23/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, NA		
Street Address:	10 South Dearborn		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3690681	SEE YOU IN THE WAITING ROOM	
Registration Number:	4704921	PAGEMATCH	
Registration Number:	4704920	PAGE SCIENCE	
Registration Number:	4565139	ACCENTHEALTH	
Registration Number:	4287068	CONDITIONMATCH	
Registration Number:	3734197	CONTEXTMEDIA	
Registration Number:	4786420	CONTEXTMEDIA HEALTH	
Registration Number:	3625528	DIABETES HEALTH NETWORK	
Registration Number:	4893218	HEART HEALTH NETWORK A CONTEXTMEDIA SERV	
Registration Number:	4065913	RHEUMATOID HEALTH NETWORK A CONTEXTMEDIA	
Serial Number:	87003959	NEW PATIENT START PROGRAM	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
TRADEMARK			

OP \$290.00 3690681

Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F167424

NAME OF SUBMITTER: Alan Delaney

SIGNATURE: /Alan Delaney/

DATE SIGNED: 12/23/2016

Total Attachments: 5

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated December 23, 2016, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of JPMORGAN CHASE BANK, N.A., as administrative agent and collateral agent (in any such capacity, together with its successors in such capacity, the "Administrative Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Guarantee and Collateral Agreement referred to therein.

WHEREAS, ContextMedia Health, LLC, a Delaware limited liability company (together with its permitted successors and assigns, the "Borrower"), ContextMedia Health Holdings, LLC, a Delaware limited liability company ("Holdings"), Administrative Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of December 23, 2016 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Guarantee and Collateral Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"): the registered Trademarks (as defined in the Guarantee and Collateral Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Assets).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United

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States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Guarantee and Collateral Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guarantee and Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

ContextMedia Health, LLC,
as Grantor

By: 

Name: Rishi Shah
Title: Chief Executive Officer

AccentHealth LLC,
as Grantor

By: 

Name: Rishi Shah
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]


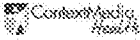


JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name: *Jared Emery*
Title: *officer*

[Signature Page to Trademark Security Agreement]

SCHEDULE A

United States Trademark Registrations and Trademark Applications

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>CURRENT OWNER</u>
SEE YOU IN THE WAITING ROOM	3,690,681	29-Sept-2009	AccentHealth LLC
PAGEMATCH	4,704,921	17-Mar-2015	AccentHealth LLC
PAGESCIENCE	4,704,920	17-Mar-2015	AccentHealth LLC
ACCENTHEALTH	4,565,139	08-Jul-2014	AccentHealth LLC
CONDITIONMATCH	4,287,068	05-Feb-2013	AccentHealth LLC
CONTEXTMEDIA (Logo)  ContextMedia	3734197	05-Jan-2010	ContextMedia Health, LLC
CONTEXTMEDIA HEALTH (Logo) 	4786420	04-Aug-2015	ContextMedia Health, LLC
DIABETES HEALTH NETWORK (Logo) 	3625528	26-May-2009	ContextMedia Health, LLC
HEART HEALTH NETWORK A CONTEXTMEDIA SERVICE (and Design) 	4893218	26-Jan-2016	ContextMedia Health, LLC
RHEUMATOID HEALTH NETWORK A CONTEXTMEDIA SERVICE AND Design 	4065913	06-Dec-2011	ContextMedia Health, LLC
NEW PATIENT START PROGRAM	App. no. 87/003959	Filed 18-Apr-2016	ContextMedia Health, LLC aka ContextMedia