

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410449

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MX USA, LLC		12/28/2016	Limited Liability Company: DELAWARE
Main Street Clinical Laboratory, Inc.		12/28/2016	Corporation: MISSISSIPPI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A., as Administrative Agent under the Second Lien Credit Agreement		
<b>Street Address:</b>	580 Crosspoint Parkway		
<b>City:</b>	Getzville		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14068		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4600270	TRIDENTUSA MOBILE CLINICAL SERVICES	
<b>Registration Number:</b>	4591895	TRIDENTUSA MOBILE CLINICAL SERVICES	
<b>Registration Number:</b>	4591894	TRIDENTUSA MOBILE CLINICAL SERVICES	
<b>Registration Number:</b>	4865340	MAIN STREET CLINICAL LABORATORY, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Corporation		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	12/29/2016		

OP \$115.00 4600270

**Total Attachments: 8**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

1. MX USA, LLC  
2. Main Street Clinical Laboratory, Inc.

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other 1. LLC-DE; 2. Corp.-MS

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) December 28, 2016

- Assignment
- Security Agreement
- Other Second Lien Security Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Citibank, N.A., as Administrative Agent under the Second Lien Credit Agreement

Street Address: 580 Crosspoint Parkway

City: Getzville

State: NY

Country: USA Zip: 14068

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

December 28, 2016

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated December 28, 2016, is made by the Persons listed on the signature pages hereof (each, a “*Grantor*”) in favor of Citibank, N.A., as Administrative Agent (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Second Lien Credit Agreement, dated as of July 31, 2013 (as amended, restated, amended and restated, refinanced, replaced, extended, supplemented and/or otherwise modified from time to time, the “*Credit Agreement*”), by and among New Trident Holdcorp, Inc., a Delaware corporation (“*Trident Borrower*” and, in its capacity as Borrower Representative, the “*Borrower Representative*”), Trident Clinical Services Holdings, Inc., a Delaware corporation (“*Clinical Services Borrower*”), and FCT Hospice, LLC, a Delaware limited liability company (“*FCT Borrower*” and, collectively with Trident Borrower and Clinical Services Borrower, the “*Borrowers*” and, each, individually, a “*Borrower*”), Holdings, the Lenders party thereto from time to time and Citibank, N.A., as Administrative Agent, (ii) each Secured Hedge Agreement and (iii) each Secured Cash Management Agreement. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain one or more Secured Cash Management Agreements, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or such Secured Cash Management Agreements, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Secured Cash Management Agreements, each Grantor has executed and delivered that certain Second Lien Security Agreement dated as of July 31, 2013, made by each Grantor to the Administrative Agent (as amended, amended and restated, replaced, supplemented and/or otherwise modified from time to time, the “*Security Agreement*”).

Whereas, under the terms of the Security Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other Governmental Authorities.

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

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Termination. Upon the termination of the Security Agreement in accordance with Section 7.12 thereof, the Administrative Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. 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 7. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security 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 Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 8. Intercreditor Agreement. Reference is made to the First Lien/Second Lien Intercreditor Agreement, dated as of July 31, 2013 (as amended, restated, amended and restated, replaced, supplemented and/or otherwise modified from time to time, the "First Lien/Second Lien Intercreditor Agreement"), among Citibank, N.A., as the First Lien Credit Agreement Administrative Agent (as defined in the First Lien/Second Lien Intercreditor Agreement) for the First Lien Credit Agreement Secured Parties referred to therein, Citibank, N.A., as the Second Lien Credit Agreement Administrative Agent (as defined in the First Lien/Second Lien Intercreditor Agreement) for the Second Lien Credit Agreement Secured Parties referred to therein, and each Grantor. Notwithstanding anything herein to the contrary, (i) the Liens and the security interests granted in favor of the Administrative Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the Liens and the security interests granted in favor of the First Lien Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement), including Liens and security interests granted in favor of the First Lien

Credit Agreement Administrative Agent, and (ii) the exercise of any right or remedy by the Administrative Agent hereunder are subject in all respects to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement and any other Intercreditor Agreement entered into in accordance with the terms of the Credit Agreement. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement, on the one hand, and the First Lien/Second Lien Intercreditor Agreement or any other applicable Intercreditor Agreement, on the other hand, the provisions of the First Lien/Second Lien Intercreditor Agreement or such other Intercreditor Agreement, as applicable, shall govern and control.

SECTION 9. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

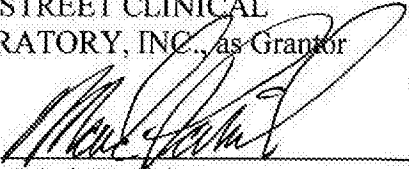
[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

MX USA, LLC, Grantor

By: John Lanier  
Name: John Lanier  
Title: Chief Financial Officer

MAIN STREET CLINICAL  
LABORATORY, INC., as Grantor

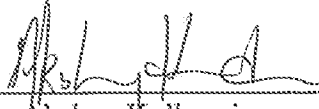
By:   
Name: Mark Parrish  
Title: President

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005955 FRAME: 0488**



CITIBANK, N.A. as Administrative Agent

By:   
Name: Akshay Kulkarni  
Title: Vice President

SCHEDULE A

<u>GRANTOR</u>	<u>MARK</u>	<u>SERIAL/REG. NO.</u>	<u>APP./REG. DATE</u>
MX USA, LLC	TRIDENTUSA MOBILE CLINICAL SERVICES	86119985 11/15/2013	4600270 09/09/2014
MX USA, LLC	TRIDENTUSA MOBILE CLINICAL SERVICES	86120032 11/15/2013	4591895 08/26/2014
MX USA, LLC	TRIDENTUSA MOBILE CLINICAL SERVICES	86120014 11/15/2013	4591894 08/26/2014
Main Street Clinical Laboratory, Inc.	MAIN STREET CLINICAL LABORATORY, INC.	86338502 07/16/2014	4865340 12/08/2015