

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411927

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ProPhase, LLC		01/06/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Guggenheim Corporate Funding, LLC, as Administrative Agent		
Street Address:	330 Madison Avenue, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4056624	PROPHASE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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>			
Email:	dcassinelli@proskauer.com		
Correspondent Name:	Diane Cassinelli		
Address Line 1:	c/o Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	32155/003		
NAME OF SUBMITTER:	Diane Cassinelli		
SIGNATURE:	/Diane Cassinelli/		
DATE SIGNED:	01/11/2017		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 6th day of January, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and GUGGENHEIM CORPORATE FUNDING, LLC, a Delaware limited liability company, in its capacity as agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of August 15, 2016 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among WCG HOLDCO IV LLC, a Delaware limited liability company ("Holdco IV"), WCG HOLDINGS IV INC., a Delaware corporation ("Holdings IV"), WCG HOLDCO LLC, a Delaware limited liability company, ("Sister Holdco"), WIRB – Copernicus Group, Inc., a Delaware corporation ("WIRB"); THE COPERNICUS GROUP, INC., a North Carolina corporation ("Copernicus"), WESTERN INSTITUTIONAL REVIEW BOARD, INC., a Washington corporation ("Western"), Midlands Independent Review Board, LLC, a Delaware limited liability company ("Midlands"), Aspire Independent Review Board, Inc., a Delaware corporation ("Aspire"), New England Independent Review Board, LLC, a Delaware limited liability company ("NERB"), ePS Holdings Inc., a Delaware corporation ("EPS Holdings") and EPharmaSolutions LLC, a Delaware limited liability company ("EPHARM" and, together with WIRB, Copernicus, Western, Midlands, Aspire, NERB and EPS Holdings, "Borrowers" and each a "Borrower"), the other parties thereto as "Guarantors", the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Administrative Agent, the Secured Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of Secured Parties, that certain Security Agreement, dated as of August 15, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Subject to Section 2.1 of the Security Agreement, each Grantor hereby unconditionally grants to Administrative Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following Collateral, whether now owned or hereafter acquired or arising, but in any event excluding any Excluded Property (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I (which schedule lists as of the date hereof only owned U.S. registered material Trademarks and Trademark Licenses (other than internet domain names)), provided that Trademark Collateral shall not include any "intent-to-use" trademark applications filed with the United States Trademark Office unless and until a statement of use or amendment to allege use is filed with and accepted by the United States Trademark Office in connection with any such "intent-to-use" trademark applications;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and all proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions related to the Administrative Agent's rights and remedies in respect of the Trademark Collateral of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Without limiting Grantors' obligations under the Security Agreement, Grantors and Administrative Agent may amend Schedule I to include any future United States registered trademarks or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (including ".pdf" or ".tif" format) also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. TERMINATION. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith, and as otherwise set forth in Section 2.3 of the Security Agreement ("Termination"). Upon the termination of this Trademark Security Agreement, the Administrative Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

8. The terms of Sections 12.9 ("Governing Law") and 12.13 ("Waiver of Jury Trial") of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

PROPHASE, LLC,

a New York limited liability company

By: _____

Name: Alan Lefkowitz

Title: Chief Legal Officer & Secretary



ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**GUGGENHEIM CORPORATE FUNDING,
LLC, a Delaware limited liability company**

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

PROPHASE, LLC,

a New York limited liability company

By: _____

Name:

Title:

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**GUGGENHEIM CORPORATE FUNDING,
LLC, a Delaware limited liability company**

By:  _____

Name:

Title:

Kevin Robinson

Attorney-in-Fact

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
ProPhase, LLC	U.S.	proPhase	Reg. No. 4056624	Service Mark Registration Date: 11/15/2011