

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414479

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Human Arc Corporation		01/31/2017	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brookside Mezzanine Fund III, L.P.		
<b>Street Address:</b>	201 Tresser Boulevard, Suite 330		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3248093	HUMANARC	
<b>Registration Number:</b>	4077771	DCS	
<b>Registration Number:</b>	4157122	L&S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123361249		
<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>	2123362864		
<b>Email:</b>	IPDOCKETING@PBWT.COM		
<b>Correspondent Name:</b>	Craig Dent, Esq.		
<b>Address Line 1:</b>	PBWT 1133 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Craig Dent		
<b>SIGNATURE:</b>	/Craig Dent/		
<b>DATE SIGNED:</b>	02/01/2017		
<b>Total Attachments: 7</b>			
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**This Trademark Security Agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the “Subordination Agreement”) dated as of January 31, 2017 among Brookside Mezzanine Fund III, L.P., as subordinated agent, and Crescent Direct Lending, LLC, as senior agent, to the liens and security interests granted by the Companies to the Agent for the benefit of the Senior Lenders pursuant to the Senior Debt Documents (as each such term is defined in the Subordination Agreement), as such Senior Debt Documents have been and hereafter may be amended, supplemented or otherwise modified from time to time; and the Agent (as defined below) irrevocably agrees to be bound by the provisions of the Subordination Agreement**

### **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT dated as of January 31, 2017 (“Trademark Security Agreement”), is made by the undersigned “Grantor” (the “Grantor”), in favor of **BROOKSIDE MEZZANINE FUND III, L.P.**, a Delaware limited partnership, in its capacity as Agent for the Lenders (the “Agent”).

#### WITNESSETH:

WHEREAS, pursuant to that certain Senior Subordinated Credit Agreement, dated as of the date hereof, by and among **CENTAURI HEALTH SOLUTIONS, INC.**, a Delaware corporation (the “Borrower”), the other Loan Parties named therein, the lenders party thereto (the “Lenders”), and Brookside Mezzanine Fund III, L.P. as administrative agent and collateral agent for the Lenders (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), the Lenders have agreed to extend a term loan to the Borrower;

WHEREAS, it is a condition precedent to the obligations of the Lenders under the Credit Agreement that the Grantor execute and deliver to the Agent a trademark security agreement in substantially the form hereof;

WHEREAS, the Grantor has executed and delivered to the Agent the Security Agreement (as defined in the Credit Agreement), pursuant to which the Grantor has granted to the Agent, on behalf of the Lenders, a security interest in and lien upon all or substantially all assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement, including registrations and applications therefor) together with the goodwill of the business associated with the Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Secured Obligations (as defined in the Security Agreement);

WHEREAS, the Grantor will obtain substantial direct and indirect financial and other benefits from the Loan made by the Lenders to the Borrower pursuant to the Credit Agreement and the other Loan Documents, and, accordingly, the Grantor desires to enter into this Trademark Security Agreement and the other Loan Documents in order to induce the Lenders to make the Loan under the Credit Agreement; and

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Security Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement, or, if not defined therein, in the Credit 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 such Grantor, hereby grants to the Agent, for the benefit of each Lender, a security interest (the "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, including those referred to on Schedule I 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 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;

*provided, however,* that notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

Section 3. Security for Secured 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.

Section 4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of the Lenders. The Lenders' rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Credit Agreement and the Security Agreement, and are in addition to those available at law or in equity. The Lenders' rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Credit Agreement, the Security Agreement, and any other documents related thereto.

Section 5. Authorization to Supplement. The Grantor shall give the Agent notice of any additional trademark registrations granted therefor after the date hereof in accordance with the terms, conditions and provisions set forth in the Security Agreement. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future, then-existing United States registered trademarks or applications therefor of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

Section 6. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the Security Agreement in all respects, 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 subject to the Security Interest hereunder.

Section 8. 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 LAWS OF THE STATE OF NEW YORK.** In addition, the provisions of Section 20, 21 and 22 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

**GRANTOR:**

**HUMAN ARC CORPORATION**, an Ohio corporation

By: 

Name: Adam T. Miller

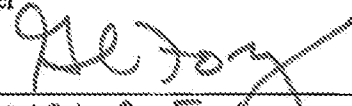
Title: Duly Authorized

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005977 FRAME: 0279**

BROOKSIDE MEZZANINE FUND III, L.P., as  
Agent

By: Brookside Mezzanine Partners III, LLC, its  
General Partner

By:   
Name: Gregory C. Foy  
Title: Partner

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

**Registered Trademarks:**

Mark	Serial Number	Application Date	Class, Goods/Services	Status
HUMANARC	78384425	March 15, 2004	<p>IC 035 Administration of patient reimbursement programs, namely, assisting employers and healthcare providers in establishing eligibility and financial evaluations for their employees and patients, respectively, for reimbursement for healthcare and medical services from government and private health insurers; capitation services, namely, medical cost management services, namely, the analysis of costs, frequency and appropriateness of medical services.</p> <p>IC 036 Administration of pre-paid healthcare reimbursement programs, and financial services, namely eligibility determinations and claim processing to insure maximum reimbursement from government and private health insurers through cost reports, financial analysis, and financial consulting.</p> <p>IC 042 Reviewing standards and practices to help assure compliance with Medicare regulations and regulations governing state disproportionate share funding programs.</p>	<p>Registered May 29, 2007</p> <p>Reg. No. 3248093</p>
DCS	85098065	August 2, 2010	<p>IC 036 Social security and Medicare claims administration and consulting services rendered to individuals.</p>	<p>Registered December 27, 2011</p> <p>Reg. No. 4077771</p>



Mark	Serial Number	Application Date	Class, Goods/Services	Status
L&S	85427820	September 21, 2011	IC 036 Insurance services, namely, providing information and on-line computer databases for the purpose of review and verification of Medicaid and Medicare eligibility status and related information.	Registered June 12, 2012  Reg. No. 4157122