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02/17/2017

PERCE Office

**RECORDATION FORM COVER SHEET**  
**TRADEMARKS**

103676755

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents.

**1. Name of conveying party(ies):**  
ALIGNMENT HEALTHCARE USA, LLC

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Delaware  
 Other limited liability company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No

Additional names, addresses, or citizenship attached?

Name: Ally Bank  
Internal \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 300 Park Avenue, Fourth Floor  
City: New York  
State: New York  
Country: USA Zip: 10022

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other Private Bank      Citizenship Utah

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)

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

Execution Date(s) December 16, 2016

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

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

A. Trademark Application No.(s)  
See Schedule I to the attached TRADEMARK SECURITY AGREEMENT.

B. Trademark Registration No.(s)  
See Schedule I to the attached TRADEMARK SECURITY AGREEMENT.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
See Schedule I to the attached TRADEMARK SECURITY AGREEMENT.

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

Name: Chapman and Cutler LLP  
Internal Address: Attn: Jenny S. Lee  
Street Address: 1270 Avenue of the Americas, 30th Fl.  
City: New York  
State: New York Zip: 10020  
Phone Number: 212.655.2553  
Fax Number: 212.655.3353  
Email Address: jennylee@chapman.com

**6. Total number of applications and registrations involved:** 3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 90.00

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

02/21/2017 TIMBERL 00000004 85018487  
Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

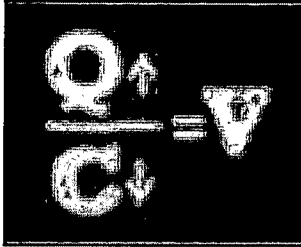

**9. Signature:** Mitchell L. Garrett      February 15, 2017  
Signature      Date

Total number of pages including cover sheet, attachments, and document: 6

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

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

1. TRADEMARK APPLICATIONS

Title	Owner	Filing Jurisdiction	Application Date	Application Number
	Alignment Healthcare USA, LLC	USPTO	07/24/2013	86018487
ALIGNMENT HEALTHCARE	Alignment Healthcare USA, LLC	USPTO	07/18/2013	86014220
ALIGNMENT HEALTHCARE  Alignment Healthcare	Alignment Healthcare USA, LLC	USPTO	07/24/2013	86018488

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of December 16, 2016, is made by **ALIGNMENT HEALTHCARE USA, LLC**, as Grantor, in favor of **ALLY BANK**, as Lender (together with its successors and permitted assigns, "Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated or supplemented from time to time, the "Loan Agreement"), by and among **ALIGNMENT HEALTHCARE USA, LLC**, a Delaware limited liability company ("Borrower"), **ALIGNMENT HEALTHCARE HOLDINGS, LLC**, a Delaware limited liability company ("Holdings"), **ALIGNMENT HEALTH ADVISORS, LLC**, a Delaware limited liability company ("AH Advisors"), **ALIGNMENT HEALTHCARE NORTH CAROLINA, LLC**, a North Carolina limited liability company ("AH NC" and together with AH Advisors, the "Subsidiary Guarantors"), and the Lender, (i) Lender has severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein and (ii) to secure the payment and performance of the Obligations, the Grantor has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement and to induce the Lender to make the extensions of credit to Borrower thereunder, the Grantor hereby agrees with the Lender as follows:

**Section 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Loan Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral.** To secure the payment and performance of the Obligations when due, the Grantor hereby grants to the Lender a security interest in all of its right, title and interest in and to the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks referred to on Schedule 1 hereto (except for any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 such intent-to-use trademark application under applicable federal law); and

(b) all renewals and extensions of the foregoing.

**Section 3. Loan Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency or conflict between this Agreement and the Loan Documents, the Loan Documents shall supersede this Agreement.

**Section 4. Counterparts.** This 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. This Agreement may be executed via telecopier, facsimile transmission or other electronic method.

**Section 5. Governing Law.** This 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.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ALIGNMENT HEALTHCARE USA, LLC


By   
Name: John Kao  
Title: President / Chief Executive Officer

SIGNATURE PAGE  
TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 005996 FRAME: 0345

**ACCEPTED AND AGREED**  
as of the date first above written:

**ALLY BANK, as Lender**

By   
Name: *MIKE CAPPIN*  
Title: Authorized Signatory