

900396874 03/02/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418050

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PMAB, LLC		03/02/2017	Corporation-NORTH CAROLINA

LIMITED LIABILITY COMPANY
3/20/17
CD

RECEIVING PARTY DATA	
Name:	CIT BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	14 WEST 42ND STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Registration Number:	4929306	MEDEBO
Registration Number:	4949243	MEDPDI
Registration Number:	4915581	MEDCONSULT
Registration Number:	3821420	THE PRESCRIPTION FOR RESTORING FISCAL HE
Registration Number:	3755232	MED A/RX
Registration Number:	3838312	MEDA/RX
Serial Number:	87095717	MEDSPAN

CORRESPONDENCE DATA	
Fax Number:	3125774688
<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:	(312)577-8416
Email:	carole.dobbins@kattenlaw.com
Correspondent Name:	Carole Dobbins c/o Katten Muchin
Address Line 1:	525 W. Monroe St.
Address Line 4:	Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	CAROLE DOBBINS
SIGNATURE:	/CAROLE DOBBINS/
DATE SIGNED:	03/02/2017

CH \$190.00 4929306

Total Attachments: 5

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TRADEMARK
REEL: 006013 FRAME: 0362

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 2, 2017, is made by PMAB, LLC, a North Carolina limited liability company (the "Grantor"), in favor of CIT BANK, N.A. ("CIT"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of March 2, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, RMP ACQUISITION, INC., a Delaware corporation ("RMP AcquisitionCo"), immediately upon consummation of the RMP Acquisition on the Closing Date, RMP GROUP, INC. a Delaware corporation ("RMP Target"; RMP Target, together with the Grantor, RMP AcquisitionCo and each other Person joined thereto as a Borrower from time to time in accordance with the terms thereof with the consent of the Administrative Agent, each a "Borrower" and together, the "Borrowers"), the Guarantors from time to time party thereto, the Lenders from time to time party thereto, CIT, as Administrative Agent, and ALLY BANK, as Syndication Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Security and Pledge Agreement dated as of March 2, 2017 in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security and Pledge Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Security and Pledge Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or in Security and Pledge Agreement, as applicable.

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 Obligations of the Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties

a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, however, that no Lien on and security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(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, without limitation, 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security and Pledge Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security and Pledge Agreement. In the event of any conflict or inconsistency between the Security and Pledge Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Security and Pledge Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder; provided, for the avoidance of doubt, the taking of such actions shall be determined by the Grantor in its reasonable business judgment.

Section 5. Counterparts. This Trademark Security 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.

Section 6. 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 law of the State of New York.

Section 7. Release. Upon the consummation of any disposition of Trademark Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Trademark Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and the Administrative Agent shall promptly, at the reasonable request and expense of the Grantor, provide evidence of such termination. Upon the payment in full of the Obligations (other than contingent indemnification obligations not yet due and payable) in accordance with the provisions of the Credit Agreement, upon Grantor's request, the Administrative Agent will promptly, at the sole expense of the Grantor, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by the Grantor to evidence such termination and release.

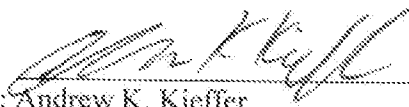
[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

PMAB, LLC, as Grantor

By:


Name: Andrew K. Kieffer

Title: Vice President and Assistant Secretary

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
MEDSPAN	87095717	7/7/16	N/A	N/A	Pending
MEDEBO	86557852	3/9/15	4929306	3/29/16	Registered
MEDPDI	86557896	3/9/15	4949243	2/16/16	Registered
MEDCONSULT	86557771	3/9/15	4915581	3/8/16	Registered
THE PRESCRIPTION FOR RESTORING FISCAL HEALTH	77888548	12/8/09	3821420	7/20/10	Registered
MED A/RX	77341371	1/30/07	3755232	3/2/10	Registered
MED A/RX	77330388	1/15/07	3838312	8/24/10	Registered