

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425730

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDICUS IT, LLC		04/28/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PLEXUS FUND IV-A, L.P.		
Street Address:	4242 Six Forks Road		
Internal Address:	Suite 950		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86044774	WE DO IT RIGHT.	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	(919)838-2034		
Email:	pkarmire@smithlaw.com		
Correspondent Name:	Perky L. Karmire/Smith Anderson Law		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Perky L. Karmire		
SIGNATURE:	/Perky L. Karmire/		
DATE SIGNED:	05/01/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 28, 2017, by and between **MEDICUS IT, LLC**, a Delaware limited liability company (the "Grantor"), in favor of **PLEXUS FUND IV-A, L.P.**, a Delaware limited partnership, as collateral agent (in such capacity and together with its successors and assigns, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of the date hereof by and among Grantor, the other Persons that become borrowers pursuant to Section 8.17 of the Purchase Agreement (as defined below) (collectively, the "Borrowers"), **MEDICUS IT HOLDINGS, LLC**, a Delaware limited liability company ("Parent"), the other Loan Parties party thereto, Collateral Agent, and the Persons party thereto from time to time as Purchasers (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), the Purchasers have agreed to purchase on the terms and conditions set forth therein, secured promissory notes issued by the Borrowers on the Closing Date;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Borrowers, Parent, the other Loan Parties party thereto and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), as security for all Obligations, Grantor granted to Collateral Agent, for the benefit of the Collateral Agent and the Purchasers, a continuing security interest in all of such Grantor's right, title and interest in all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising but excluding any Trademarks that constitute Excluded Collateral (as defined in the Security Agreement); and

WHEREAS, pursuant to the Purchase Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Collateral Agent and the Purchasers, this Agreement.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Purchase Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Collateral Agent, for the benefit of the Collateral Agent and the Purchasers, a continuing security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired rights, title and interest in and to its Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all proceeds and products thereof and all goodwill associated with or symbolized by any of the foregoing, but excluding any Trademarks that constitute Excluded Collateral (as defined in the Security Agreement).

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL; VENUE. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED UNDER, THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE PROVISIONS OF THE PURCHASE AGREEMENT RELATING TO SUBMISSION TO JURISDICTION, WAIVER OF JURY TRIAL AND VENUE ARE HEREBY INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.

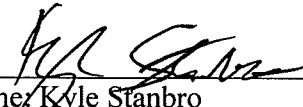
5. The terms of Sections 7.14 (“Releases”) of the Security Agreement are incorporated herein by reference, mutatis mutandis.

6. Facsimile transmissions or other electronic transmissions of any executed original document and/or retransmission of any executed facsimile transmission or other electronic transmissions shall be deemed to be the same as the delivery of an executed original. At the request of any party hereto, the other parties hereto shall confirm facsimile transmissions or other electronic transmissions by executing duplicate original documents and delivering the same to the requesting party or parties. This Agreement may be executed in any number of counterparts and by the parties hereto 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 Follow]

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

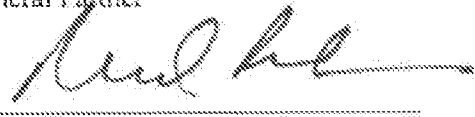
MEDICUS IT, LLC, a Delaware limited liability company

By: 
Name: Kyle Stanbro
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

PLEXUS FUND IV-A, L.P.,
as Collateral Agent

By: Plexus Fund IV GPI, LLC
Its: General Partner

By: 

Name: Michael Becker

Title: Manager

[Signature Page to Trademark Security Agreement]

Schedule A

U.S. Trademarks

Trademark	Serial No.	Date Filed	Reg. No.	Reg. Date	Status	Owner
We do IT Right	86044774	8/22/2013	4505258	4/1/2014	Active	Medicus IT, LLC