

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIOX HEALTH, LLC		04/25/2017	Corporation: GEORGIA
CT TECHNOLOGIES INTERMEDIATE HOLDINGS, INC.		04/25/2017	Corporation: DELAWARE
MEDSAVE USA, INC.		04/25/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	4340852	AUDAPRO	
Registration Number:	3005660	E DISCLOSE	
Registration Number:	2928431	ESMARTLOG	
Registration Number:	4015761	APENIMED	
Registration Number:	4263432	APENIMO	
Registration Number:	4882648	CAMP	
Registration Number:	4882647	CAMP	
Registration Number:	2864063	CARE COMMUNICATIONS	
Registration Number:	4198885	CARE COMMUNICATIONS PRESS	
Registration Number:	2788067	CARE COMMUNICATONS	
Registration Number:	4679877	CAREINNOLAB	
Registration Number:	3542098	IOD	
Registration Number:	3768278	PRISM	
Registration Number:	3945479	PROCUREMENTPLUS	
Registration Number:	4082555	RAC ASSIST MEDICAL CASE AUDIT MANAGEMENT	
Registration Number:	4073244	RACASSIST	

OP \$840.00 4340852

Property Type	Number	Word Mark
Registration Number:	2687642	THE #1 CHOICE FOR HANDS-ON HELP IN HEALT
Registration Number:	4126361	YOUR HIM EDGE
Registration Number:	2736044	
Registration Number:	3715891	HEALTHPORT
Registration Number:	3742860	HEALTHPORT
Registration Number:	3040396	HEALTHPORT
Registration Number:	2928863	SMARTLINK
Registration Number:	5058647	
Registration Number:	5091846	ARROHEALTH
Registration Number:	5059492	AGGREGATIONIQ
Serial Number:	87324068	ARROADVANTAGE
Serial Number:	87324078	ARROAGGREGATION
Serial Number:	87324074	ARROANALYTICS
Serial Number:	87324082	ARROCARE
Serial Number:	87324085	ARROELEMENTS
Serial Number:	87324094	ARROINSIGHT
Serial Number:	87324107	ARROOUTREACH

CORRESPONDENCE DATA

Fax Number:

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.

Email: ssexton@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 1180 Peachtree Street NE

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	25742.015003
NAME OF SUBMITTER:	Sally Sexton
SIGNATURE:	/sallysexton/
DATE SIGNED:	04/25/2017

Total Attachments: 8

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of April 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among *inter alios*, Credit Suisse AG, Cayman Islands Branch, as First Lien Credit Agreement Agent and Wilmington Trust, National Association, as Second Lien Credit Agreement Agent, and certain other Persons party or that may become party thereto from time to time, as acknowledged and agreed to by the Obligors. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of April 25, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Wilmington Trust, National Association, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is a party to a Security Agreement, dated as of April 25, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among each Grantor, the other Grantors party thereto, and the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively,

the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in *connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“USPTO”)*, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,
- (ii) all renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, 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.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirm 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 Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This 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 (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

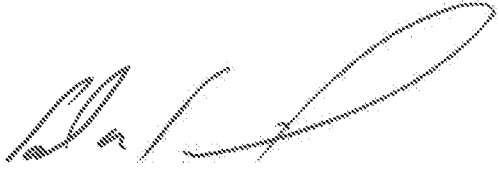
SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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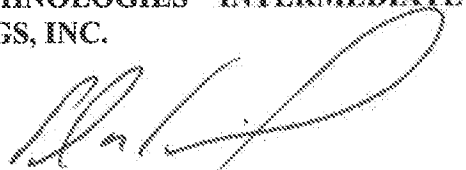
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CIOX HEALTH, LLC

By: 

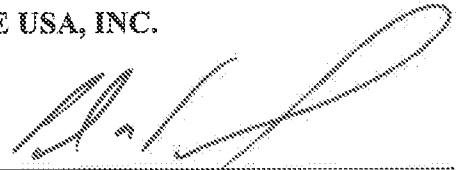
Name: Paul Parrish
Title: Chief Financial Officer

CT TECHNOLOGIES INTERMEDIATE HOLDINGS, INC.

By: 


Name: Paul Parrish
Title: Chief Financial Officer

MEDSAVE USA, INC.

By: 


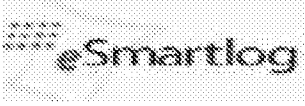
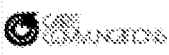
Name: Paul Parrish
Title: Chief Financial Office

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Administrative Agent

By: _____
Name:  _____
Title: Jeffrey Rose
Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Status</u>	<u>Serial No./Filing Date</u>	<u>Reg No./Reg. Date</u>
CIOX Health, LLC		Registered	85530812 2/1/2012	4340852 5/28/2013
CIOX Health, LLC		Registered	78309006 10/3/2003	3005660 10/11/2005
CIOX Health, LLC		Registered	78350469 1/12/2004	2928431 2/22/2005
CIOX Health, LLC	APENIMED	Registered	85228790 1/28/2011	4015761 08/23/2011
CIOX Health, LLC	APENIMO	Registered	85465542 11/06/2011	4263432 12/25/2012
CIOX Health, LLC	CAMP (Stylized) CAMP	Registered	86408287 09/29/2014	4882648 01/05/2016
CIOX Health, LLC	CAMP	Registered	86408285 09/29/2014	4882647 01/05/2016
CIOX Health, LLC	CARE COMMUNICATIONS and Design 	Registered	76360606 01/18/2002	2864063 07/20/2004
CIOX Health, LLC	CARE COMMUNICATIONS PRESS	Registered	77891821 12/11/2009	4198885 08/28/2012
CIOX Health, LLC	CARE COMMUNICATONS	Registered	76360607 01/18/2002	2788067 12/02/2003
CIOX Health, LLC	CAREINNOLAB	Registered	86166095 1/15/2014	4679877 01/27/2015

<u>Grantor</u>	<u>Mark</u>	<u>Status</u>	<u>Serial No./Filing Date</u>	<u>Reg No./Reg. Date</u>
CIOX Health, LLC	IOD	Registered	78968457 09/06/2006	3542098 12/02/2008
CIOX Health, LLC	PRISM	Registered	77478121 05/19/2008	3768278 03/30/2010
CIOX Health, LLC	PROCUREMENTPLUS	Registered	77891841 12/11/2009	3945479 04/12/2011
CIOX Health, LLC	RAC ASSIST MEDICAL CASE AUDIT MANAGEMENT and Design 	Registered	85247496 02/21/2011	4082555 01/10/2012
CIOX Health, LLC	RACASSIST	Registered	85247462 02/21/2011	4073244 12/20/2011
CIOX Health, LLC	THE #1 CHOICE FOR HANDS- ON HELP IN HEALTH INFORMATION MANAGEMENT	Registered	76371553 02/15/2002	2687642 02/11/2003
CIOX Health, LLC	YOUR HIM EDGE	Registered	85173777 11/10/2010	4126361 04/10/2012
CIOX Health, LLC	Design Only 	Registered	76360608 01/18/2002	2736044 07/15/2003
CT Technologies Intermediate Holdings, Inc.		Registered	77317022 10/30/2007	3715891 11/24/2009
CT Technologies Intermediate Holdings, Inc.		Registered	77317179 10/30/2007	3742860 1/26/2010
CT Technologies Intermediate Holdings, Inc.		Registered	78417863 5/13/2004	3040396 1/10/2006
CIOX Health, LLC		Registered	78351849 1/14/2004	2928863 3/1/2005
MedSave USA, Inc.	TRIANGLE Design	Registered	86/923,807 2/29/16	5058647 10/11/16

<u>Grantor</u>	<u>Mark</u>	<u>Status</u>	<u>Serial No./Filing Date</u>	<u>Reg No./Reg. Date</u>
MedSave USA, Inc.	ARROHEALTH	Registered	86/532,075 2/11/15	5091846 11/29/16
MedSave USA, Inc.	AGGREGAATIONIQ	Registered	86/945,109 3/18/16	5059492 10/11/16
MedSave USA, Inc.	ARROADVANTAGE	Pending	App. No. 87/324,068 2/3/17	N/A
MedSave USA, Inc.	ARROAGGREGATION	Pending	App. No. 87/324,078 2/3/17	N/A
MedSave USA, Inc.	ARROANALYTICS	Pending	App. No. 87/324,074 2/3/17	N/A
MedSave USA, Inc.	ARROCARE	Pending	App. No. 87/324,082 2/3/17	N/A
MedSave USA, Inc.	ARROELEMENTS	Pending	App. No. 87/324,085 2/3/17	N/A
MedSave USA, Inc.	ARROINSIGHT	Pending	App. No. 87/324,094 2/3/17	N/A
MedSave USA, Inc.	ARROOUTREACH	Pending	App. No. 87/324,107 2/3/17	N/A