

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427585

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Key Health Group, Inc.		05/15/2017	Corporation: DELAWARE
MedLegal Solutions, Inc.		05/15/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	H.I.G. Capital, LLC
Street Address:	1450 Brickwell Avenue, 31st Floor
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4181737	ACCIDENTMEDS
Registration Number:	4405894	KEY HEALTH
Registration Number:	4387031	KEY HEALTH
Registration Number:	3192669	KEY HEALTH
Registration Number:	3304249	KEY HEALTH
Registration Number:	4897211	MEDLEGAL SOLUTIONS, INC.
Registration Number:	5175445	ATTICUS MEDICAL BILLING

CORRESPONDENCE DATA

Fax Number: 4142974900

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.

Phone: 414-319-7153

Email: mtraut@foley.com,jolsen@foley.com

Correspondent Name: Maximilian W. Traut

Address Line 1: 777 East Wisconsin Avenue

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Maximilian W. Traut
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OP \$190.00 4181737

SIGNATURE:	/Maximilian Traut/
DATE SIGNED:	05/15/2017
Total Attachments: 6 source=HIG Capital -Oasis - Trademark Security Agreement (Executed)#page1.tif source=HIG Capital -Oasis - Trademark Security Agreement (Executed)#page2.tif source=HIG Capital -Oasis - Trademark Security Agreement (Executed)#page3.tif source=HIG Capital -Oasis - Trademark Security Agreement (Executed)#page4.tif source=HIG Capital -Oasis - Trademark Security Agreement (Executed)#page5.tif source=HIG Capital -Oasis - Trademark Security Agreement (Executed)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 15, 2017 (this "Agreement"), by and among Key Health Group, Inc., a Delaware corporation ("Key Health Group") and MedLegal Solutions, Inc., a Delaware corporation ("MedLegal" and together with Key Health Group, the "Grantors", and each individually, a "Grantor"), in favor of H.I.G. Capital, LLC, as Agent for the Lenders from time to time party to the Loan Agreement referred to below (the "Agent").

RECITALS

WHEREAS, the Grantors and Oasis Legal Finance Operating Company LLC, a Delaware limited liability company ("OLF Operating Company"), Oasis Legal Finance, LLC, a Delaware limited liability company ("OLF"), Oasis Legal Finance Holding Company LLC, a Delaware limited liability company ("Oasis Holdings"), OFLC, LLC, a Delaware limited liability company ("OFLC"), Oasis Intermediate Holdco, LLC, a Delaware limited liability company ("Intermediate Holdco"), Key Health Group Holding Company, LLC, a Delaware limited liability company ("Key Health Holding"), Key Health Management, Inc., a California corporation ("Key Health Management"), Key Health Medical Solutions, Inc., a California corporation ("Key Health Solutions") and Key Health Medical Solutions of Nevada, Inc., a Nevada corporation ("Key Health Nevada", and together with the Grantors, OLF Operating Companies, OLF, Oasis Holdings, OFLC, Key Health Holding, Key Health Management and Key Health Solutions, the "Companies") have entered into an Amended and Restated Second Lien Term Loan Agreement dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with the Agent and the Lenders from time to time party thereto pursuant to which the Lenders provide a credit facility to the Companies;

WHEREAS, the Grantors have entered into that certain Joinder to Security Agreement dated as of even date herewith between the Grantors, the other Companies party thereto and the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement Joinder");

WHEREAS, to induce the Lenders to enter into the Loan Agreement and make available the credit facilities thereunder, the Grantors have agreed to enter into this Agreement as provided herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement Joinder and, if not defined therein, in the Security Agreement (as defined in the Loan Agreement).

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** As collateral security for the prompt payment in full when due (whether at the Maturity Date, by

required prepayment, declaration, acceleration, demand or otherwise) of the Secured Obligations, the Grantors hereby grant to the Agent, a Lien on all of the Grantors' right, title and interest in the following, whether now owned by any Grantor or hereafter acquired and whether now existing or hereafter coming into existence and wherever located (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all licenses related to any of the foregoing, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed in Schedule 1 attached hereto and renewals and extensions thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all other rights arising therefrom or pertaining thereto;

(b) all books and records pertaining to any of the foregoing;

(c) the entire goodwill of or associated with the businesses now or hereafter conducted by any Grantor connected with and symbolized by any of the aforementioned properties and assets;

(d) General Intangibles (as defined in the Security Agreement) and all intangible intellectual or other similar property of the Grantors of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(e) all Proceeds and products of any of the foregoing and, to the extent not otherwise included, all payments under insurance (whether or not the Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

Provided, however, that notwithstanding anything to the contrary herein, no security interest in Trademark Collateral shall be deemed granted hereunder solely to the extent that such Trademark Collateral would constitute Excluded Property.

3. **AUTHORIZATION TO FILE & SUPPLEMENT.** Notwithstanding anything to the contrary in this Agreement or the Security Agreement Joinder, the Agent may record this Agreement, an abstract thereof, or any other document describing the Agent's interest in the Trademark Collateral with the United States Patent and Trademark Office, at the Grantors' reasonable expense. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. Such Grantor shall give prompt notice in writing to the Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting the Grantors' obligations under this Section, the Grantors authorize the Agent to modify this Agreement by amending Schedule 1 to include any such new Trademark rights. Notwithstanding the foregoing, no failure to so modify this

Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

4. SECURITY AGREEMENT. The security interests granted to the Agent pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and the Security Agreement Joinder and are not intended to increase the rights of the Agent or the obligations of the Grantors beyond the rights and obligations contained in the Loan Documents, subject to Section 3 of this Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Security Agreement Joinder, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. GRANTOR REMAINS LIABLE. Except as otherwise set forth in the Security Agreement, the Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral subject to a security interest hereunder.

6. 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic imaging means (including by .pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

7. TERMINATION OF THE AGREEMENT. This Agreement shall terminate upon the release of the Collateral from the Liens pursuant to the Loan Agreement and the Security Agreement.

8. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto and all claims and controversies arising out of the subject matter hereof whether sounding in contract law, tort or otherwise shall be governed, and shall be construed and enforced in accordance with, the laws of the State of New York, without giving effect to any law, rule, provision or principle of conflicts of laws that would cause the laws of any jurisdiction other than the State of New York to be applied (other than any mandatory provisions of the Uniform Commercial Code relating to the law governing perfection and the effect of perfection of a security interest) and shall be binding upon the Agent's representatives, successors, assigns and transferees.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignors have caused this Assignment to be duly executed and delivered as of the date first written above.

GRANTORS:

KEY HEALTH GROUP, INC.
MEDLEGAL SOLUTIONS, INC.

By: 
Name: Rich Smolen
Title: Chief Financial Officer

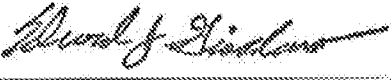
{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 006060 FRAME: 0466

ACKNOWLEDGED:

AGENT:

H.I.G. CAPITAL, LLC

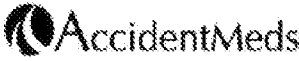
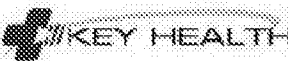
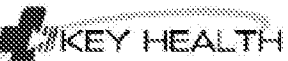

By: 
Name: Edward J. Giordano
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006060 FRAME: 0467

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

Trademark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
	United States	85249585	02/23/2011	4,181,737	07/31/2012	Key Health Group, Inc.
KEY HEALTH	United States	85760892	10/23/2012	4,405,894	09/24/2013	Key Health Group, Inc.
	United States	85760874	10/23/2012	4,387,031	08/20/2013	Key Health Group, Inc.
KEY HEALTH	United States	78777639	12/20/2005	3,192,669	01/02/2007	Key Health Group, Inc.
	United States	78776571	12/19/2005	3,304,249	10/02/2007	Key Health Group, Inc.
MEDLEGAL SOLUTIONS, INC.	United States	86446050	11/5/2014	4,897,211	02/9/2016	Key Health Group, Inc.
	United States	87123455	8/1/2016	5,175,445	04/04/2017	MedLegal Solutions, Inc.

U.S. TRADEMARK APPLICATIONS

None.