

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429401

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Keystone Peer Review Organization, Inc.		05/01/2017	Corporation: PENNSYLVANIA
APS Healthcare Bethesda, Inc.		05/01/2017	Corporation: IOWA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Second Lien Collateral Agent
Street Address:	4th Floor, 20 King Street West
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3113414	HEALTHY TOGETHER
Serial Number:	86907711	INTELLIGENT VALUE
Registration Number:	3885092	KEPRO
Registration Number:	4482633	KEPRO
Registration Number:	5076825	K KEPRO

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F170470 2nd Lien

OP \$140.00 3113414

NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	05/31/2017
Total Attachments: 5 source=#89719536v1 - (Kingsman - Second Lien Trademark Security Agreement)#page3.tif source=#89719536v1 - (Kingsman - Second Lien Trademark Security Agreement)#page4.tif source=#89719536v1 - (Kingsman - Second Lien Trademark Security Agreement)#page5.tif source=#89719536v1 - (Kingsman - Second Lien Trademark Security Agreement)#page6.tif source=#89719536v1 - (Kingsman - Second Lien Trademark Security Agreement)#page7.tif	

SECOND LIEN
TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated May 1, 2017, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of ROYAL BANK OF CANADA ("Royal Bank") as Collateral Agent (the "Second Lien Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, KINGSMAN MERGER SUB, INC., a Delaware corporation, whose rights and obligations therein will be assigned to and assumed by KEYSTONE ACQUISITION CORP., a Delaware corporation (the "Parent Borrower"), KINGSMAN BUYER INC., a Delaware corporation ("Holdings"), the other Borrowers, Royal Bank, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Second Lien Term Loan Credit Agreement dated as of May 1, 2017 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Second Lien Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Second Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Second Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property) (the "Second Lien Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Second Lien Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Second Lien Collateral Agent with respect to the Second Lien Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

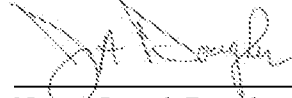
SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

KEYSTONE PEER REVIEW ORGANIZATION, INC.,
as an Initial Grantor

By:

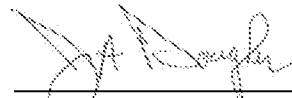


Name: Joseph Dougher

Title: Chief Executive Officer and President

APS HEALTHCARE BETHESDA, INC.,
as an Initial Grantor

By:



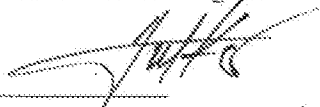
Name: Joseph Dougher

Title: Chief Executive Officer and President

ROYAL BANK OF CANADA,
as Second Lien Collateral Agent

By:

Name:


Rodica Dutka

Title:

Manager, Agency

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Application Date or Registration Date
APS Healthcare Bethesda, Inc.	HEALTHY TOGETHER	3113414	10-NOV-2003
Keystone Peer Review Organization, Inc.	INTELLIGENT VALUE	86907711	15-FEB-2016
Keystone Peer Review Organization, Inc.	KePRO	3885092	17-NOV-2009
Keystone Peer Review Organization, Inc.	KEPRO	4482633	15-APR-2013
Keystone Peer Review Organization, Inc.	K KEPRO	5076825	15-FEB-2016