

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432545

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PatientPoint Network Solutions, LLC		06/26/2017	Limited Liability Company: OHIO
MedCenterDisplay, LLC		06/26/2017	Limited Liability Company: TENNESSEE

RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC, as administrative agent
Street Address:	Two Greenwich Plaza
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4690995	FIRST FILL TO REFILL
Registration Number:	3799364	HEALTHY ADVICE
Registration Number:	3799382	HEALTHY ADVICE
Registration Number:	3906197	PATIENTPOINT
Registration Number:	4900137	PATIENTPOINT 360°
Registration Number:	4710642	PATIENTPOINTS
Registration Number:	3906659	PATIENT POINT
Registration Number:	3799546	PRACTICEWIRE
Registration Number:	3893056	SMART CHOICES. SIMPLE STEPS.
Registration Number:	3893057	SMART CHOICES. SIMPLE STEPS.
Registration Number:	4447213	PATIENTPOINT
Registration Number:	4447194	PATIENTPOINT
Registration Number:	4447216	PATIENTPOINT
Registration Number:	4443404	PATIENTPOINT
Registration Number:	4443403	PATIENTPOINT
Registration Number:	4250310	MEDCENTERDISPLAY
Registration Number:	3795342	MEDCENTERDISPLAY

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TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2122305199

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: 2123186518**Email:** terrenceboyle@paulhastings.com**Correspondent Name:** Terrence G. Boyle c/o Paul Hastings LLP**Address Line 1:** 200 Park Avenue**Address Line 4:** New York, NEW YORK 10166

NAME OF SUBMITTER:	Terrence G. Boyle
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SIGNATURE:	/s/ Terrence G. Boyle
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DATE SIGNED:	06/26/2017
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 26, 2017, is made by PatientPoint Network Solutions, LLC, an Ohio limited liability company and MedCenterDisplay, LLC, a Tennessee limited liability company (individually and/or collectively, as the context may require, the “Grantor”), in favor of Silver Point Finance, LLC (“Silver Point”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 26, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrowers, Holdings, the other Loan Parties and the Lenders from time to time party thereto and Silver Point, as Administrative Agent for the Lenders, 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, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

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

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to 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 Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(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 Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Termination. Upon satisfaction of the conditions set forth in 10.10(b)(iii) of the Credit Agreement, Administrative Agent, at the request and the expense of the Grantor, shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 6. 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 7. 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

PATIENTPOINT NETWORK SOLUTIONS, LLC,
as Grantor

By: Pat O'Brien
Name: Patrick O'Brien
Title: Chief Financial Officer, Treasurer and Secretary

MEDCENTERDISPLAY, LLC,
as Grantor

By: Pat O'Brien
Name: Patrick O'Brien
Title: Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

SILVER POINT FINANCE, LLC,
as Administrative Agent

By:

A handwritten signature in black ink, appearing to read "M. Gatto", is written over a horizontal line. The signature is stylized and extends above the line.

Name: Michael A. Gatto
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

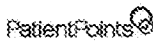
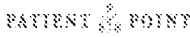
TRADEMARK
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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Country	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
U.S.	FIRST FILL TO REFILL	Serial No. 86/197,669 Reg. No. 4,690,995	Filing Date 2/19/2014 Reg. Date 2/24/2015	PatientPoint Network Solutions, LLC	Registered
U.S.	HEALTHY ADVICE	Serial No. 77/852,050 Reg. No. 3,799,364	Filing Date 10/19/2009 Reg. Date 6/8/2010	PatientPoint Network Solutions, LLC	Registered
U.S.	HEALTHY ADVICE	Serial No. 77/852,258 Reg. No. 3,799,382	Filing Date 10/19/2009 Reg. Date 6/8/2010	PatientPoint Network Solutions, LLC	Registered
U.S.	PATIENTPOINT	Serial No. 77/696,214 Reg. No. 3,906,197	Filing Date 3/20/2009 Reg. Date 1/18/2011	PatientPoint Network Solutions, LLC	Registered
U.S.	PATIENTPOINT 360°	Serial No. 86/218,745 Reg. No. 4,900,137	Filing Date 3/12/2014 Reg. Date 2/16/2016	PatientPoint Network Solutions, LLC	Registered
U.S.		Serial No. 86/197,650 Reg. No. 4,710,642	Filing Date 2/19/2014 Reg. Date 3/31/2015	PatientPoint Network Solutions, LLC	Registered
U.S.		Serial No. 77/927,119 Reg. No. 3,906,659	Filing Date 2/3/2010 Reg. Date 1/18/2011	PatientPoint Network Solutions, LLC	Registered
U.S.	PRACTICEWIRE	Serial No. 77/895,091 Reg. No. 3,799,546	Filing Date 2/16/2009 Reg. Date 6/8/2010	PatientPoint Network Solutions, LLC	Registered
U.S.	SMART CHOICES. SIMPLE STEPS.	Serial No. 85/018,009 Reg. No. 3,893,056	Filing Date 4/20/2010 Reg. Date 12/21/2010	PatientPoint Network Solutions, LLC	Registered
U.S.	SMART CHOICES. SIMPLE STEPS.	Serial No. 85/018,017 Reg. No. 3,893,057	Filing Date 4/20/2010 Reg. Date 12/21/2010	PatientPoint Network Solutions, LLC	Registered
U.S.	PATIENTPOINT	Serial No. 85/905,603 Reg. No. 4,447,213	Filing Date 4/16/2013 Reg. Date 12/10/2013	PatientPoint Network Solutions, LLC	Registered
U.S.	PATIENTPOINT	Serial No. 85/905,204 Reg. No.	Filing Date 4/16/2013	PatientPoint Network Solutions, LLC	Registered

Country	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
		4,447,194	Reg. Date 12/10/2013		
U.S.	PatientPoint 	Serial No. 85/905,635 Reg. No. 4,447,216	Filing Date 4/16/2013 Reg. Date 12/10/2013	PatientPoint Network Solutions, LLC	Registered
U.S.	PatientPoint 	Serial No. 85/905,889 Reg. No. 4,443,404	Filing Date 4/16/2013 Reg. Date 12/3/2013	PatientPoint Network Solutions, LLC	Registered
U.S.	PatientPoint 	Serial No. 85/905,863 Reg. No. 4,443,403	Filing Date 4/16/2013 Reg. Date 12/3/2013	PatientPoint Network Solutions, LLC	Registered
U.S.	MEDCENTERDISPLAY	Serial No. 77/238,522 Reg. No. 4,250,310	Filing Date 7/25/2007 Reg. Date 11/27/2012	MedCenterDisplay, LLC	Registered
U.S.	MEDCENTERDISPLAY	Serial No. 77/978,944 Reg. No. 3,795,342	Filing Date 7/25/2007 Reg. Date 5/25/2010	MedCenterDisplay, LLC	Registered

2. TRADEMARK APPLICATIONS – NONE.

3. IP LICENSES – NONE.