

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM431775

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
eHealth Solutions Inc.		06/19/2017	Corporation: DELAWARE
EMR Acquisitions LLC		06/19/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	One Boston Place, Suite 1800
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3505305	MOBILE, INFORMED & CONNECTED
Registration Number:	3345730	SIGMACARE
Registration Number:	3255569	SIGMACARE
Registration Number:	3327691	SIGMASAFE
Registration Number:	3570536	SIGMASAFE
Registration Number:	4402509	HEMOCARECRM
Registration Number:	4164855	6N EMR
Registration Number:	4150431	6N CARE CHART
Registration Number:	4168216	6N ORDERS

CORRESPONDENCE DATA

Fax Number: 2139963305

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: 2136836305

Email: williamwolff@paulhastings.com

Correspondent Name: William Wolff c/o Paul Hastings LLP

Address Line 1: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

OP \$240.00 3505305

ATTORNEY DOCKET NUMBER:	73896.00218
NAME OF SUBMITTER:	William Wolff
SIGNATURE:	/William Wolff/
DATE SIGNED:	06/19/2017
Total Attachments: 7 source=MatrixCare - Fully Executed Trademark Security Agreement (Sigmacare)(128562728_1)#page1.tif source=MatrixCare - Fully Executed Trademark Security Agreement (Sigmacare)(128562728_1)#page2.tif source=MatrixCare - Fully Executed Trademark Security Agreement (Sigmacare)(128562728_1)#page3.tif source=MatrixCare - Fully Executed Trademark Security Agreement (Sigmacare)(128562728_1)#page4.tif source=MatrixCare - Fully Executed Trademark Security Agreement (Sigmacare)(128562728_1)#page5.tif source=MatrixCare - Fully Executed Trademark Security Agreement (Sigmacare)(128562728_1)#page6.tif source=MatrixCare - Fully Executed Trademark Security Agreement (Sigmacare)(128562728_1)#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 19, 2017, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Wells Fargo Bank, National Association ("Wells Fargo"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 17, 2015, as amended by that certain Amendment Number One to Credit Agreement, dated as of April 26, 2016, and Amendment Number Two to Credit Agreement, dated as of June 11, 2017, (as so amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"), by and among MATRIXCARE, INC., a Delaware corporation (the "Borrower"), MATRIXCARE HOLDINGS INC., a Delaware corporation, the other Credit Parties, the Lenders from time to time party thereto, Wells Fargo as Administrative Agent for the Lenders and for itself as a Lender, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the Guaranty and Security Agreement, dated as of December 17, 2015, in favor of Administrative Agent (as amended, restated, amended and 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 the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each 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. Each 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 such Grantor, hereby mortgages and pledges 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 such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such 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 each 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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.

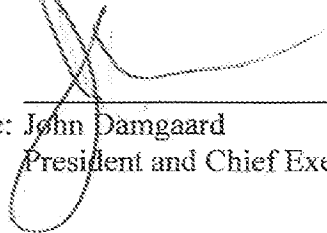
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. 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, each 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.

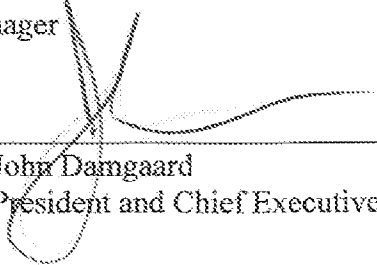
EHEALTH SOLUTIONS INC.
as Grantor

By: 
Name: John Damgaard
Title: President and Chief Executive Officer

By: _____
Name: James Evans
Title: Chief Financial Officer, Treasurer and Secretary

EMR ACQUISITIONS LLC
as Grantor

By: eHealthSolutions Inc.
Its: Manager

By: 
Name: John Damgaard
Title: President and Chief Executive Officer

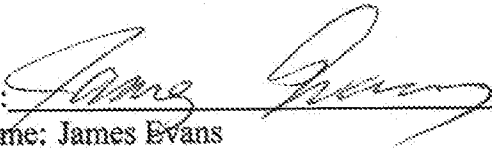
By: _____
Name: James Evans
Title: Chief Financial Officer, Treasurer and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT - SIGMACARE]

IN WITNESS WHEREOF, each 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.

EHEALTH SOLUTIONS INC.
as Grantor


By: _____
Name: John Damgaard
Title: President and Chief Executive Officer

By:  _____
Name: James Evans
Title: Chief Financial Officer, Treasurer and Secretary

EMR ACQUISITIONS LLC
as Grantor

By: eHealthSolutions Inc.
Its: Manager

By: _____
Name: John Damgaard
Title: President and Chief Executive Officer

By:  _____
Name: James Evans
Title: Chief Financial Officer, Treasurer and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT - SIGMACARE]

TRADEMARK
REEL: 006094 FRAME: 0051

ACKNOWLEDGED AND AGREED

as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____

Name: Tiffany Ormon

Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (EHEALTH)]

TRADEMARK
REEL: 006094 FRAME: 0052

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Reg. No.	Reg. Date	Owner
MOBILE, INFORMED & CONNECTED	3505305	23-Sep-08	eHealth Solutions Inc.
SIGMACARE	3345730	27-Nov-07	eHealth Solutions Inc.
SIGMACARE and Circle Design	3255569	26-Jun-07	eHealth Solutions Inc.
SIGMASAFE	3327691	30-Oct-07	eHealth Solutions Inc.
SIGMA SAFE and Design	3570536	3-Feb-09	eHealth Solutions Inc.
HECARECRM	4402509	17-Sep-13	eHealth Solutions Inc.
6N EMR	4164855	26-Jun-12	eHealth Solutions Inc.
6N CARE CHART	4150431	29-May-12	eHealth Solutions Inc.
6N ORDERS	4168216	3-Jul-12	eHealth Solutions Inc.
HECARECRM	4402509	17-Sep-13	EMR Acquisitions LLC

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.