

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433433

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Integrated Practice Solutions, Inc.		06/30/2017	Corporation: DELAWARE
Ingenium Business Solutions, Inc.		06/30/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	TC Lending, LLC, as Administrative Agent
<b>Street Address:</b>	301 Commerce Street, Suite 3300
<b>City:</b>	Fort Worth
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76102
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	77521039	DC2
Serial Number:	77521064	PT2
Serial Number:	77521075	MD2
Serial Number:	77521133	HYPER-SPEED NOTE
Serial Number:	77521159	VOS
Serial Number:	77521170	CLINIC OF THE FUTURE
Serial Number:	86467830	PATIENT OF THE FUTURE
Serial Number:	77521190	INTELLIGENT BILLING
Serial Number:	77521248	FUSION TECHNOLOGY
Serial Number:	77521259	TRUE EHR
Serial Number:	85715303	IPS FINANCIAL
Serial Number:	86037841	INTEGRATED PRACTICE SOLUTIONS IPS
Serial Number:	86146412	INTEGRATED PRACTICE SOLUTIONS IPS
Serial Number:	86296115	CHIROTOUCH
Serial Number:	86296301	CHIROTOUCH
Serial Number:	86296802	IPS
Serial Number:	86296813	CT ACADEMY

OP \$590.00 77521039

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86342120	MYCHIROTOWN
Serial Number:	86342101	CTPROCLEAR
Serial Number:	85391125	I WORK I VOTE I'M PI\$\$ED
Serial Number:	85371966	MICRO COMPUTER PROS
Serial Number:	77027376	CLINICSOURCE
Serial Number:	76705452	YOUR PAPERWORK JUST GOT EASIER

**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

<b>ATTORNEY DOCKET NUMBER:</b>	90381.00015
<b>NAME OF SUBMITTER:</b>	William Wolff
<b>SIGNATURE:</b>	/William Wolff/
<b>DATE SIGNED:</b>	06/30/2017

**Total Attachments: 7**  
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 30th day of June, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and TC LENDING, LLC (“TCL”), in its capacity as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Agent”).

WITNESSETH:

**WHEREAS**, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of June 30, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Align Acquisition Co., Inc., a Delaware corporation (“Initial Borrower” and “Holdings”), Point Loma Corporation, a Delaware corporation (“Point Loma”), Spine Software Holdings Corporation, a Delaware corporation (“Spine Software”), Integrated Practice Solutions, Inc., a Delaware corporation (“IPS”), Ingenium Business Solutions, Inc., a Florida corporation (“Ingenium”), and such other Persons as may thereafter become Borrowers thereunder (together with Initial Borrower, Point Loma, Spine Software, IPS and Ingenium, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the Persons which are now or which thereafter become a Guarantor thereunder, the Persons which are now or which thereafter become a lender thereunder (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a “Lender” and, collectively, the “Lenders”), and the Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, pursuant to the Credit Agreement, Grantors are required to execute and deliver to the Agent, for the benefit of the Lenders, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to the Agent, for the benefit of each Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its trademarks to which it is a party including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each trademark; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or

dilution of any trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Event involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors 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 Grantors' obligations under this Section, Grantors hereby authorize the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is an Other Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

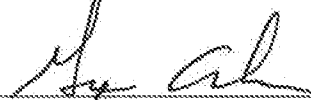
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 12.3 and 16.1 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

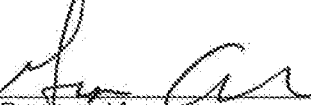
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**INTEGRATED PRACTICE SOLUTIONS,  
INC., a Delaware corporation**

By:   
Name: George Ahn  
Title: Chief Executive Officer

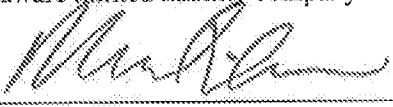
**INGENIUM BUSINESS SOLUTIONS,  
INC., a Delaware corporation**

By:   
Name: George Ahn  
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

TC LENDING, LLC,  
a Delaware limited liability company

By: 

Name: Michael Fishman

Title: Co-Chief Executive Officer

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

MARK	JURISDICTION	SERIAL / REGISTRATION NO.	FILING / REGISTRATION DATE	OWNER
DC <sup>2</sup>	United States	77/521,039 3,668,448	07/14/2008 08/18/2009	Integrated Practice Solutions, Inc.
PT <sup>2</sup>	United States	77/521,064 3,668,449	07/14/2008 08/18/2009	Integrated Practice Solutions, Inc.
MD <sup>2</sup>	United States	77/521,075 3,668,450	07/14/2008 08/18/2009	Integrated Practice Solutions, Inc.
<b>HYPER-SPEED NOTE</b>	United States	77/521,133 3,723,956	07/14/2008 12/08/2009	Integrated Practice Solutions, Inc.
<b>VOS</b>	United States	77/521,159 3,720,267	07/14/2008 12/01/2009	Integrated Practice Solutions, Inc.
<b>CLINIC OF THE FUTURE</b>	United States	77/521,170 3,668,451	07/14/2008 08/18/2009	Integrated Practice Solutions, Inc.
<b>PATIENT OF THE FUTURE</b>	United States	86/467,830 4,777,133	12/1/2014 07/21/2015	Integrated Practice Solutions, Inc.
<b>INTELLIGENT BILLING</b>	United States	77/521,190 3,730,203	07/14/2008 12/22/2009	Integrated Practice Solutions, Inc.
<b>FUSION TECHNOLOGY</b>	United States	77/521,248 3,668,452	07/14/2008 08/18/2009	Integrated Practice Solutions, Inc.
<b>TRUE EHR</b>	United States	77/521,259 3,668,453	07/14/2008 08/18/2009	Integrated Practice Solutions, Inc.
	United States	85/715,303 4,349,264	08/28/2012 06/11/2013	Integrated Practice Solutions, Inc.

MARK	JURISDICTION	SERIAL / REGISTRATION NO.	FILING / REGISTRATION DATE	OWNER
	United States	86/037,841 4,708,995	08/14/2013 03/24/2015	Integrated Practice Solutions, Inc.
	United States	86/146,412 4,583,744	12/17/2013 08/12/2014	Integrated Practice Solutions, Inc.
<b>CHIROTOUCH</b>	United States	86/296,115 4,678,193	05/30/2014 01/27/2015	Integrated Practice Solutions, Inc.
	United States	86/296,301 4,678,198	05/30/2014 01/27/2015	Integrated Practice Solutions, Inc.
<b>IPS</b>	United States	86/296,802 4,678,206	05/30/2014 01/27/2015	Integrated Practice Solutions, Inc.
<b>CT ACADEMY</b>	United States	86/296,813 4,684,211	05/30/2014 02/10/2015	Integrated Practice Solutions, Inc.
<b>MYCHIROTOWN</b>	United States	86/342,120 4,682,198	07/18/2014 02/03/2015	Integrated Practice Solutions, Inc.
<b>CTPROCLEAR</b>	United States	86/342,101 4,798,124	07/18/2014 08/25/2015	Integrated Practice Solutions, Inc.
<b>CHIROTOUCH</b>	United Kingdom	3083167 11/26/2014	3083167 2/27/2015	Integrated Practice Solutions, Inc.
<b>I WORK I VOTE I'M PISSED</b>	United States	85/391,125 4,177,050	August 5, 2011 July 17, 2012	Ingenium Business Solutions, Inc.
<b>MICRO COMPUTER PROS</b>	United States	85/371,966 4,097,386	July 14, 2011 February 7, 2012	Ingenium Business Solutions, Inc.
<b>CLINICSOURCE</b>	United States	77/027,376 3,409,834	October 23, 2006 April 8, 2008	Ingenium Business Solutions, Inc.



MARK	JURISDICTION	SERIAL / REGISTRATION NO.	FILING / REGISTRATION DATE	OWNER
YOUR PAPERWORK JUST GOT EASIER	United States	76/705,452 3,983,004	November 23, 2010 June 28, 2011	Ingenium Business Solutions, Inc.