

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434668

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MSC Group, Inc.		07/11/2017	Corporation: DELAWARE
One Call Medical, Inc.		07/11/2017	Corporation: NEW JERSEY
AlignNetworks, Inc.		07/11/2017	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Collateral Agent
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	4432955	MSC CARE BLUEPRINT
Registration Number:	4432954	MSC CARETRACK
Registration Number:	4276576	MSC CARESYNC+
Registration Number:	3986252	O OPTIMAL CARE TRANSPORTATION & TRANSLAT
Registration Number:	4062290	MSC EQUIPMENT & DEVICE MANAGEMENT
Registration Number:	4058664	MSC CATASTROPHIC & HOME HEALTH SERVICES
Registration Number:	5117701	RETURN TO HOME HAPPENS BEFORE RETURN TO
Registration Number:	4429914	OC ONECALLCARE MANAGEMENT
Registration Number:	4390898	EASYREFERRAL
Registration Number:	4262112	EZ-AUTH
Registration Number:	2073376	ONE CALL MEDICAL
Registration Number:	5000395	LIFE ASSESSMENT
Registration Number:	4982357	OC ONECALLCARE EQUIPMENT + DEVICES
Registration Number:	4919690	CARE CONCIERGE
Registration Number:	4633542	OC ONECALLCARE DENTAL + DOCTOR
Registration Number:	4660541	OC ONECALLCARE TRANSPORT + TRANSLATE
Registration Number:	4633543	OC ONECALLCARE DIAGNOSTICS

OP \$890.00 4432955

Property Type	Number	Word Mark
Registration Number:	4633544	OC ONECALLCARE PHYSICAL THERAPY
Registration Number:	4633545	OC ONECALLCARE HOME HEALTH + COMPLEX CAR
Registration Number:	4530468	OC
Serial Number:	86408530	ONTRACK
Registration Number:	4275100	TECHHEALTH
Registration Number:	4834669	HIGH LINE HEALTH
Registration Number:	3990117	REAL RISK. REAL SOLUTIONS.
Registration Number:	3990116	REAL RISK. REAL SOLUTIONS.
Registration Number:	3614722	SMARTCOMP
Registration Number:	2753851	UNIVERSAL SMARTCOMP THE SMART WAY TO MAN
Registration Number:	4025011	GOLD STANDARD EXPECTATION
Registration Number:	4273551	GOLD STANDARD REVIEW
Registration Number:	4328656	GSA
Registration Number:	4901013	GOLD STANDARD REVIEW
Registration Number:	5025447	A
Registration Number:	4901012	A ALIGN NETWORKS
Registration Number:	4843715	ALIGN NETWORKS
Registration Number:	4550173	NETWORK SYNERGY GROUP THINKING DIFFERENT

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	07/12/2017

Total Attachments: 8

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SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated July 11, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (the “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 Indenture and the Security Agreement referred to therein.

WHEREAS, OPAL ACQUISITION, INC., a Delaware corporation (the “Issuer”), each Guarantor (as defined in the Indenture), the Collateral Agent and Wilmington Trust, National Association, as Trustee have entered into the Indenture dated as of July 11, 2017 (the “Issue Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”).

WHEREAS, in connection with the Indenture, the Grantors have entered into the Security Agreement dated as of the Issue Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable 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 IP 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 Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”), 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 ITU Application).

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Note 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 IP 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 Note 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 IP 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 IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP 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 IP 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 Collateral Agent with respect to the 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 IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

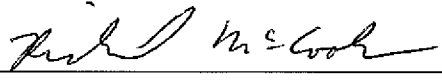
SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in 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.

SECTION 8. Concerning the Collateral Agent. Wilmington Trust, National Association is entering into this IP Security Agreement solely in its capacity as Collateral Agent under the Indenture and in acting hereunder, shall be entitled to all of the rights, privileges and immunities granted to the Collateral Agent in the Indenture as if such rights, privileges and immunities were set forth herein, legality and enforceability.

[Signature Pages Follow]

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

MSC GROUP, INC.
ONE CALL MEDICAL, INC.
ALIGN NETWORKS, INC.
as Initial Grantor

By: 
Name: Richard McCook
Title: Chief Financial Officer

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**

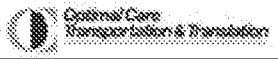


solely in its capacity as Collateral Agent

By: W.T. Morris II
Name: W. Thomas Morris II
Title: Vice President

SCHEDULE A

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

Owner: MSC Group, Inc.

Trademark No.	Registration Date	Trademark
4432955	11/12/2013	MSC CARE BLUEPRINT
4432954	11/12/2013	MSC CARETRACK
4276576	1/15/2013	MSC CARESYNC+
3986252	6/28/2011	 (OPTIMAL CARE TRANSPORTATION & TRANSLATION)
4062290	11/29/2011	 MSC EQUIPMENT & DEVICE MANAGEMENT)
4058664	11/22/2011	 (MSC CATASTROPHIC & HOME HEALTH SERVICES)
5117701	1/10/2017	RETURN TO HOME HAPPENS BEFORE RETURN TO WORK

Owner: One Call Medical, Inc.


Trademark No.	Registration Date	Mark
4429914	11/05/2013	OC ONECALLCARE MANAGEMENT
4390898	8/27/2013	EASYREFERRAL
4262112	12/18/2012	EZ-AUTH
2073376	6/24/1997	ONE CALL MEDICAL
5000395	7/12/2016	LIFE ASSESSMENT
4982357	6/21/2016	OC ONECALLCARE EQUIPMENT + DEVICES
4919690	3/15/2016	CARE CONCIERGE
4633542	11/4/2014	OC ONECALLCARE DENTAL + DOCTOR
4660541	12/23/2014	OC ONECALLCARE TRANSPORT +

Trademark No.	Registration Date	Mark
		TRANSLATE
4633543	11/4/2014	OC ONECALLCARE DIAGNOSTICS
4633544	11/4/2014	OC ONECALLCARE PHYSICAL THERAPY
4633545	11/4/2014	OC ONECALLCARE HOME HEALTH + COMPLEX CARE
4530468	5/13/2014	OC
Serial No. 86408530	Appl. Date 09/29/2014	ONTRACK
4275100	1/15/2013	TECHHEALTH
4834669	10/20/2015	HIGH LINE HEALTH

Owner: One Call Medical Corporation

Trademark No.	Registration Date	Mark
3990117	07/05/2011	REAL RISK. REAL SOLUTIONS.
3990116	07/05/2011	REAL RISK. REAL SOLUTIONS.

Owner: Align Networks, Inc.

Registered Trademarks/Service Marks and Pending Applications:	Registration / Application Number	Registration / Application Date
SMARTCOMP	3,614,722 (Cancelled)	May 5, 2009
	2,753,851 (Cancelled)	August 19, 2003
Gold Standard Expectation (Serial Number 85100384)	4,025,011	September 13, 2011
Gold Standard Review (Serial Number 85100117)	4,273,551	January 8, 2013

Registered Trademarks/Service Marks and Pending Applications:	Registration / Application Number	Registration / Application Date
GSA (Serial Number 85100983)	4,328,656	April 30, 2013
Gold Standard Review (Serial Number 86652155)	4,901,013	February 16, 2016

Owner: ALIGNNETWORKS, INC.

Registered Trademarks/Service Marks and Pending Applications:	Registration / Application Number	Registration / Application Date
A	5,025,447	August 23, 2016
A ALIGN NETWORKS	4,901,012	February 16, 2016
ALIGN NETWORKS	4,843,715	November 3, 2015
NETWORK SYNERGY GROUP THINKING DIFFERENTLY	4,550,173	June 17, 2014