

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM435796

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Encore Health Resources, LLC		07/14/2017	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CapStar Bank, as Administrative Agent		
<b>Street Address:</b>	1201 Demonbreun Street		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37203		
<b>Entity Type:</b>	Chartered Bank: TENNESSEE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4914387	ENCORE	
<b>Registration Number:</b>	5003819	COREIQ	
<b>Registration Number:</b>	4927947	COREAUTHOR	
<b>Registration Number:</b>	4927949	COREVALUESET	
<b>Registration Number:</b>	5022823	COREANALYTICS	
<b>Registration Number:</b>	4164652	ENCORE DATA ACADEMY	
<b>Registration Number:</b>	4138220	COREGPS	
<b>Registration Number:</b>	4132019	COREQUEST	
<b>Registration Number:</b>	4101558	ANATOMY OF AN E-MEASURE	
<b>Registration Number:</b>	3940674	EHRIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6152446804		
<i>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.</i>			
<b>Phone:</b>	615-850-8567		
<b>Email:</b>	trademarkdocket@wallerlaw.com		
<b>Correspondent Name:</b>	Hannah E. Hayes		
<b>Address Line 1:</b>	511 Union Street		

OP \$265.00 4914387

**Address Line 2:** Suite 2700  
**Address Line 4:** Nashville, TENNESSEE 37219

**ATTORNEY DOCKET NUMBER:** 030304.52634 CapStar Sec

**NAME OF SUBMITTER:** Hannah E. Hayes

**SIGNATURE:** /Hannah E. Hayes/

**DATE SIGNED:** 07/19/2017

**Total Attachments: 10**

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## **TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT** (the “**Agreement**”) made as of this 14th day of July, 2017, by **ENCORE HEALTH RESOURCES, LLC**, a Texas limited liability company (“**Grantor**”) in favor of **CAPSTAR BANK**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “**Grantee**”):

### **RECITALS**

**A.** Grantor, certain of Grantor’s affiliates, Grantee and Lenders are parties to that certain Credit and Guaranty Agreement dated of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), providing for extension of credit to be made to certain of Grantor’s affiliates by Lenders.

**B.** Pursuant to the terms of the Credit Agreement and that certain Security and Pledge Agreement, dated of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security and Pledge Agreement**”), by and among Grantor, certain of Grantor’s affiliates and Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under, whether now owned or hereafter acquired (collectively, “**Intellectual Property**”): (i) Trademarks and Trademark Licenses, (ii) Copyrights and Copyright Rights, (iii) Patents, (iv) Patent Licenses, (v) Software (including source codes, object codes, data and related documentation), (vi) URLs, (vii) confidential and proprietary information, including, without limitation, all trade secrets, technology, ideas, know-how formulae and customer and supplier lists, (viii) Works, (ix) all other proprietary rights, and (x) all Accessions and all Proceeds of any and all of the foregoing.

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

1. Incorporation of Security and Pledge Agreement. The Security and Pledge Agreement and the terms and provisions thereof are hereby incorporated herein in its entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement or the Security and Pledge Agreement, as applicable.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security and Pledge Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing and hereafter created, acquired or arising:

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

provided, however, that no United States intent-to-use trademark or service mark application shall be included in the Trademark Collateral to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under applicable law.

3. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TENNESSEE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

*[Signature pages follow]*

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

ENCORE HEALTH RESOURCES, LLC

By: 

Name: Gaurav Agarwal

Title: Chief Financial Officer

Agreed and Accepted  
As of the Date First Written Above:

**GRANTEE:**

**CAPSTAR BANK**, as Administrative Agent  
and Grantee

By:   
Name: David A. Bertani  
Title: Senior Vice President, Healthcare Group

**Schedule 1**  
**Trademarks**

Mark	Country	Serial. No.	Filing Date	Reg. No.	Reg. Date	Assignee
ENCORE*	United States	86/261844	04/24/2014	4,914,387	03/08/2016	Encore Health Resources, LLC
COREIQ	United States	86/254305	04/16/2014	5,003,819	07/19/2016	Encore Health Resources, LLC
COREAUTHOR	United States	86/132487	12/02/2013	4,927,947	03/29/2016	Encore Health Resources, LLC
COREVALUESET	United States	86/133490	12/03/2013	4,927,949	03/29/2016	Encore Health Resources, LLC
COREANALYTICS	United States	85/911366	04/22/2013	5,022,823	08/16/2016	Encore Health Resources, LLC
ENCORE DATA ACADEMY	United States	85/469861	11/10/2011	4,164,652	06/26/2012	Encore Health Resources, LLC
COREGPS	United States	85/408906	08/27/2011	4,138,220	05/08/2012	Encore Health Resources, LLC
COREQUEST	United States	85/420859	09/12/2011	4,132,019	04/24/2012	Encore Health Resources, LLC
ANATOMY OF AN E-MEASURE	United States	85/322114	05/16/2011	4,101,558	02/21/2012	Encore Health Resources, LLC
EHRIGHT**	United States	85/100471	08/04/2010	3,940,674	04/05/2011	Encore Health Resources, LLC

\*This mark is subject to a Coexistence Agreement by and between PharmaLink, Inc. and Encore Health Resources, LLC, dated October 2, 2014.

\*\*This mark is not currently in use. Although the registration is in the grace period for filing an Affidavit of Use (expires 10/05/2017), the present intention is to allow the registration to expire.

**EXHIBIT A**

**SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

**THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT** (the “**Supplement**”) made as of this \_\_ day of \_\_\_\_\_, 201\_\_ by **ENCORE HEALTH RESOURCES, LLC**, a Texas limited liability company (“**Grantor**”) in favor of **CAPSTAR BANK**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “**Grantee**”):

**WITNESSETH:**

**WHEREAS**, Grantor, certain of the Grantor’s affiliates, Grantee and certain financial institutions are parties to that certain Credit and Guaranty Agreement, dated as of [June 30, 2017] (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

**WHEREAS**, Grantor and Grantee are parties to a certain Trademark Security Agreement, dated as of July 14, 2017 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Agreement**”); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement;

**WHEREAS**, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the payment and performance of the Obligations (as defined in the Credit Agreement) a security interest in and to all of Grantor’s now existing and hereafter New Trademarks and all proceeds thereof; and

**WHEREAS**, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Trademark Office.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each



Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that, as of the date hereof, Schedule A sets forth a full, complete and correct list of all issued New Trademarks and pending applications for Trademarks owned by Grantors that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Loan Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TENNESSEE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. Counterparts. This Supplement may be executed in any number of counterparts, each of which so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Supplement to produce or account for more than one such counterpart.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Agreement as of the day and year first hereinabove set forth.

**GRANTOR:**

[ \_\_\_\_\_ ]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agreed and Accepted

As of the Date First Written Above

**GRANTEE:**

**CAPSTAR BANK**, as Grantee and  
Administrative Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT  
DATED \_\_\_\_\_**

**Trademark Applications**

<b>Grantor</b>	<b>Trademark/Service Mark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Goods/Services</b>

**Trademarks**

<b>Grantor</b>	<b>Trademark/Service Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Goods/Services</b>