

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437636

<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>
CarePayment Technologies, Inc.		07/28/2017	Corporation: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comvest Capital IV, L.P.		
<b>Street Address:</b>	525 Okeechobee Blvd., Suite 1050		
<b>City:</b>	West Palm Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33401		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4965548	+DYNAMIC TERM LENGTHS	
<b>Registration Number:</b>	4899335	A PLAN FOR EVERY PATIENT	
<b>Registration Number:</b>	3817445	CAREPAYMENT	
<b>Registration Number:</b>	4477497	CAREPAYMENT	
<b>Registration Number:</b>	4734368	CAREPAYMENT +	
<b>Registration Number:</b>	4934317	DYNAMIC TERM LENGTHS	
<b>Serial Number:</b>	86465676	+DYNAMIC TERMS	
<b>Serial Number:</b>	86465684	DYNAMIC TERMS	
<b>Serial Number:</b>	86439721	PAYMENT PLANS FOR ALL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044441111		
<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>	704-444-1124		
<b>Email:</b>	elaine.hunt@alston.com		
<b>Correspondent Name:</b>	Michele M. Glessner		
<b>Address Line 1:</b>	Alston & Bird LLP		
<b>Address Line 2:</b>	101 South Tryon Street, Suite 4000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28280-4000		

CH \$240.00 4965548

<b>NAME OF SUBMITTER:</b>	Elaine B. Hunt
<b>SIGNATURE:</b>	/Elaine B. Hunt/
<b>DATE SIGNED:</b>	08/02/2017
<b>Total Attachments: 6</b> source=comvest capital#page1.tif source=comvest capital#page2.tif source=comvest capital#page3.tif source=comvest capital#page4.tif source=comvest capital#page5.tif source=comvest capital#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 28, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Comvest Capital IV, L.P., as Agent for the Secured Persons (in such capacity and together with its successors and permitted assigns, the “**Agent**”).

**WHEREAS**, the Grantors are party to a Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) between each of the Grantors, the other grantors party thereto and the Agent, pursuant to which the Grantors granted a security interest to the Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Obligations of such Grantor (including, for each Grantor other than Borrower, the Obligations of such Grantor arising under the Loan Party Guaranty), hereby pledges to the Agent, its successors and permitted assigns, for the benefit of the Secured Persons, and hereby grants to the Agent, its successors and permitted assigns, for the benefit of the Secured Persons, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and all goodwill connected with the use thereof and symbolized thereby,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, (i) this Trademark Security Agreement shall not constitute a grant of a security interest in (nor shall any pledge, grant or Security Interest attach to) any Excluded Property, and (ii) the Trademark Collateral (and any defined term therein) shall not include any Excluded Property; provided, further, that this Trademark Security Agreement shall constitute a grant of a security interest in any Proceeds, substitutions or replacements of any Excluded Property, and any Proceeds, substitutions or replacements of any Excluded Property shall be included in the Trademark Collateral (and any defined term used therein), unless such Proceeds, substitutions or replacements would independently constitute Excluded Property.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Persons pursuant to the Collateral Agreement, and the Grantors hereby acknowledge and affirm 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

### **SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Collateral Agreement.

### **SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the termination of all lending commitments of each of the Secured Persons and the payment in full of all Obligations (other than contingent indemnity obligations for which no claim has been asserted).

### **SECTION 6. GOVERNING LAW**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


## **SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the 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.

CAREPAYMENT TECHNOLOGIES, INC.

By:   
Name: CRAIG HODDER  
Title: PRESIDENT & CEO

**COMVEST CAPITAL IV, L.P.,**  
as Agent

By: ComVest Capital IV Partners, L.P., its  
General Partner

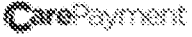

By: ComVest Capital IV Partners UGP,  
LLC, its General Partner



By: \_\_\_\_\_  
Name: Jason Gelberd  
Title: Partner

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Grantor	Mark	Registration No. (Serial No.)	Registration Date (Application Date)
CarePayment Technologies, Inc.	+DYNAMIC TERM LENGTHS	4965548	May-24-2016
CarePayment Technologies, Inc.	A PLAN FOR EVERY PATIENT	4899335	Feb-09-2016
CarePayment Technologies, Inc.	CAREPAYMENT	3817445	Jul-13-2010
CarePayment Technologies, Inc.	CAREPAYMENT (Stylized) (h&w) 	4477497	Feb-04-2014
CarePayment Technologies, Inc.	CAREPAYMENT + ( & Design) 	4734368	May-12-2015
CarePayment Technologies, Inc.	DYNAMIC TERM LENGTHS	4934317	Apr-05-2016
CarePayment Technologies, Inc.	+DYNAMIC TERMS	86-465676 (serial number)	Nov-26-2014 (application date)
CarePayment Technologies, Inc.	DYNAMIC TERMS	86-465684 (serial number)	Nov-26-2014 (application date)
CarePayment Technologies, Inc.	PAYMENT PLANS FOR ALL	86-439721 (serial number)	Nov-26-2014 (application date)