

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM442454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GetWellNetwork, Inc.		09/08/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4361673	GETWELL TOWN	
Registration Number:	2956419	GETWELLNETWORK	
Registration Number:	3514311	PATIENT PATHWAYS	
Registration Number:	3951104	PATIENTLIFE SYSTEM	
Registration Number:	4203696	SEAMLESS MEDICAL SYSTEMS	
Registration Number:	4844946	SNAP	
Registration Number:	4235276	SNAP	
Registration Number:	4844947	SNAP PRACTICE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0245		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		

OP \$215.00 4361673

DATE SIGNED:	09/08/2017
Total Attachments: 5 source=GetWell - Trademark Security Agreement Executed Version#page1.tif source=GetWell - Trademark Security Agreement Executed Version#page2.tif source=GetWell - Trademark Security Agreement Executed Version#page3.tif source=GetWell - Trademark Security Agreement Executed Version#page4.tif source=GetWell - Trademark Security Agreement Executed Version#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 8, 2017 (this “Agreement”), is made by GetWellNetwork, Inc., a Delaware corporation, and Skylight Healthcare Systems, Inc., a Delaware corporation (each a “Grantor”), with a place of business located at 7700 Old Georgetown Road, 4th Floor, Bethesda, Maryland 20814, in favor of Antares Capital LP, a Delaware limited partnership, with a place of business located at 500 West Monroe Street, Chicago, Illinois 60661, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Administrative Agent”).

WHEREAS, the Grantor entered into a Guarantee and Collateral Agreement dated as of September 8, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”; capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Collateral Agreement), among the Grantor and each of the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Collateral Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security Interest. The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in the U.S. federal trademark registrations and applications set forth on Schedule A hereto, including all goodwill associated therewith and symbolized thereby and all proceeds and products thereof and all rights to sue for past, present and future infringements or other violations thereof (collectively, the “Trademark Collateral”). Notwithstanding the foregoing, no Lien or security interest shall be deemed granted on or in any “intent to use” trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

SECTION 2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Collateral Agreement, and the 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 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 3. Recordation. The Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This 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 Agreement to be executed and delivered as of the date first set forth above.

GETWELLNETWORK, INC.

By: William Roselli
Name: William Roselli
Title: Secretary

SKYLIGHT HEALTHCARE SYSTEMS, INC.

By: William Roselli
Name: William Roselli
Title: Secretary

Accepted and Agreed:

ANTARES CAPITAL LP,
as Administrative Agent


By: Colin W. Torrance

Name: Colin W. Torrance

Title: Duly Authorized Signatory

SCHEDULE A
to
Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	International Class(es)	Application No Filing Date	Registration No Registration Date	Owner
GETWELL TOWN	9, 42	77901881 29-DEC-2009	4361673 02-JUL-2013	GetWellNetwork, Inc.
GETWELNETWORK	42	76250378 02-MAY-2001	2956419 31-MAY-2005	GetWellNetwork, Inc.
PATIENT PATHWAYS	42	78933973 20-JUL-2006	3514311 07-OCT-2008	GetWellNetwork, Inc.
PATIENTLIFE SYSTEM	42	77197507 05-JUN-2007	3951104 26-APR-2011	GetWellNetwork, Inc.
SEAMLESS MEDICAL SYSTEMS	9	85455893 25-OCT-2011	4203696 04-SEP-2012	GetWellNetwork, Inc.
SNAP	9	86569058 19-MAR-2015	4844946 03-NOV-2015	GetWellNetwork, Inc.
	9	85500491 21-DEC-2011	4235276 30-OCT-2012	GetWellNetwork, Inc.
SNAP PRACTICE	9	86569063 19-MAR-2015	4844947 03-NOV-2015	GetWellNetwork, Inc.
SKYLIGHT	38	78977240 10-MAY-2005	3314896 16-OCT-2007	Skylight Healthcare Systems, Inc.
SKYLIGHT	35, 41	78626906 10-MAY-2005	3336205 13-NOV-2007	Skylight Healthcare Systems, Inc.
SKYLIGHT ACCESS	35	78977523 07-JUL-2005	3403696 25-MAR-2008	Skylight Healthcare Systems, Inc.
SKYLIGHT ACCESS	38	78977524 07-JUL-2005	3403697 25-MAR-2008	Skylight Healthcare Systems, Inc.
SKYLIGHT ACCESS	41	78665911 07-JUL-2005	3386379 19-FEB-2008	Skylight Healthcare Systems, Inc.
SKYLIGHT INTERACTIVE	35, 41, 42	86293940 28-MAY-2014	4729161 28-APR-2015	Skylight Healthcare Systems, Inc.