

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Administrative Agent under the Second Lien Credit Agreement		12/07/2017	national association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent under the Second Lien Credit Agreement		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2988874	LOGICAL EVOLUTION	
Registration Number:	3971125	TRIDENTUSA HEALTH SERVICES	
Registration Number:	3962379	TRIDENTUSA HEALTH SERVICES	
Registration Number:	4118196	MOBILEXUSA	
Registration Number:	4127862	RELY RADIOLOGY	
Registration Number:	3600845	ON-SIGHT	
Registration Number:	3600846	ON-SIGHT SENIOR CARE	
Registration Number:	1536948	EYE AMERICA	
Registration Number:	4133567	LIFE CHOICE	
Registration Number:	3681916	CARING FOR PEOPLE BY CARING ABOUT THEM	
Registration Number:	3418934	SOL AMOR HOSPICE	
Registration Number:	3418932	SOLAMOR	
Registration Number:	4600270	TRIDENTUSA MOBILE CLINICAL SERVICES	
Registration Number:	4591895	TRIDENTUSA MOBILE CLINICAL SERVICES	
Registration Number:	4591894	TRIDENTUSA MOBILE CLINICAL SERVICES	
Registration Number:	4865340	MAIN STREET CLINICAL LABORATORY, INC.	

CH \$415.00 2988874

CORRESPONDENCE DATA**Fax Number:** 3129939767*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:** 3129932647**Email:** zeynep.gieseke@lw.com**Correspondent Name:** Zeynep Gieseke**Address Line 1:** 330 N. Wabash Avenue, Suite 2800**Address Line 2:** Latham & Watkins LLP**Address Line 4:** Chicago, ILLINOIS 60611**ATTORNEY DOCKET NUMBER:** 040896-0077**NAME OF SUBMITTER:** Zeynep Gieseke**SIGNATURE:** /zg/**DATE SIGNED:** 12/08/2017**Total Attachments: 7**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of December 7, 2017, is by **CITIBANK, N.A.**, (“**Citibank**” and, in its capacity as the resigning Administrative Agent under the Credit Agreement referenced below and each other Loan Document (as defined in such Credit Agreement), the “**Retiring Agent**”) and **ARES CAPITAL CORPORATION**, a Maryland corporation (“**Ares**” and, in its capacity as the successor Administrative Agent under the Credit Agreement and each other Loan Document, the “**Successor Agent**”).

RECITALS:

WHEREAS, New Trident Holdcorp, Inc. (the “**Borrower Representative**”), Trident Clinical Services Holdings, Inc., a Delaware corporation (“**Clinical Services**”) and Schryver Medical Sales and Marketing, LLC, a Colorado limited liability company (“**Schryver**” and, together with the Borrower Representative and Clinical Services, the “**Borrowers,**” and each, a “**Borrower**”), Trident Holding Company, LLC, the Retiring Agent, the lenders from time to time party thereto (the “**Lenders**”) and certain other parties thereto are parties to that certain Second Lien Credit Agreement, dated as of July 31, 2013 (as amended by that certain Amendment No. 1 dated December 8, 2014, as otherwise modified by the Assignment, Assumption, Joinder and Release, dated as of December 12, 2014, as further amended by that certain Amendment No. 2 dated December 9, 2016 and that certain Joinder Agreement, dated as of December 28, 2016, and as further amended, supplemented, amended and restated or otherwise modified from time to time, the “**Credit Agreement**”). Capitalized terms used herein without definition shall have the meanings attributed to such terms in the Credit Agreement (unless otherwise indicated);

WHEREAS, LOGICAL EVOLUTION, LLC, MX USA, INC., RELY RADIOLOGY HOLDINGS, LLC, TRIDENTUSA MOBILE CLINICAL SERVICES, LLC, FCT HOSPICE, LLC, MX USA, LLC and MAIN STREET CLINICAL LABORATORY, INC. as “Grantors”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Agency Resignation and Appointment Agreement dated as of November 27, 2017, by and among Citibank, as the Retiring Agent, Ares, as Successor Agent, the Lenders party thereto, and the Borrower Representative, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as Administrative Agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

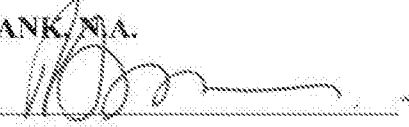
This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows –

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

CITIBANK N.A.

By:  _____

Name: _____

Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ARES CAPITAL CORPORATION

By: _____

Name: _____

Title: Duly Authorized Signatory

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

CITIBANK, N.A.

By: _____
Name: _____
Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ARES CAPITAL CORPORATION

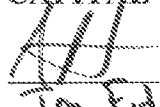
By:  _____
Name: Tom F. Johnson
Title: Duly Authorized Signatory

EXHIBIT A

Second Lien Trademark Security Agreement dated as of July 31, 2013 and filed with the United States Patent and Trademark Office on August 5, 2013 at Reel 5084, Frame 0931.

Second Lien Trademark Security Agreement dated as of December 28, 2016 and filed with the United States Patent and Trademark Office on December 29, 2016 at Reel 5955, Frame 0481.

EXHIBIT B-1

Trademark Registrations/Applications


<u>GRANTOR</u>	<u>MARK</u>	<u>SERIAL/REG NO.</u>	<u>APP./REG. DATE</u>
Logical Evolution, LLC	“LOGICAL EVOLUTION”	2,988,874	8/30/2005
MX USA, Inc.	“TRIDENTUSA HEALTH SERVICES”	3,971,125	5/31/2011
MX USA, Inc.	“TRIDENTUSA HEALTH SERVICES” and Design 	3,962,379	5/17/2011
MX USA, Inc.	MOBILEXUSA	4,118,196	3/27/2012
Rely Radiology Holdings, LLC	“RELY RADIOLOGY”	4,127,862	4/17/2012
TridentUSA Mobile Clinical Services, LLC	ON-SIGHT	3600845	4/7/2009
TridentUSA Mobile Clinical Services, LLC	ON-SIGHT SENIOR CARE	3600846	4/7/2009
TridentUSA Mobile Clinical Services, LLC	EYE AMERICA	1536948	4/25/1989
FCT Hospice, LLC	Life Choice	4133567	5/1/2012
FCT Hospice, LLC	“Caring for People by Caring about Them”	3681916	9/15/2009
FCT Hospice, LLC	SolAmor Hospice	3418934	4/29/2008
FCT Hospice, LLC	SolAmor	3418932	4/29/2008

EXHIBIT B-2

Trademark Registrations/Applications

<u>GRANTOR</u>	<u>MARK</u>	<u>SERIAL/REG NO.</u>	<u>APP./REG. DATE</u>
MX USA, LLC	TRIDENTUSA MOBILE CLINICAL SERVICES	86119985 11/15/2013	4600270 09/09/2014
MX USA, LLC	TRIDENTUSA MOBILE CLINICAL SERVICES	86120032 11/15/2013	4591895 08/26/2014
MX USA, LLC	TRIDENTUSA MOBILE CLINICAL SERVICES	86120014 11/15/2013	4591894 08/26/2014
Main Street Clinical Laboratory, Inc.	MAIN STREET CLINICAL LABORATORY, INC.	86338502 07/16/2014	4865340 12/08/2015